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August 14, 2006

BY FEDERAL EXPRESS

Linda Ketellapper, SFD-7-B
U.S. Environmental Protection Agency, Region IX
Superfund Division
75 Hawthorne Street
San Francisco, CA 94105

Re: RESPONSE TO U.S. EPA INFORMATION REQUEST

PREFACE TO RESPONSES: The questions herein pertain to a period dating back to the early 1970s to the present. Angeles Chemical Company, Inc. ("Angeles") sold all of the company's equipment, chemical stocks and product lines in October 2000 and ceased operations on or about that date. Angeles sold the 8915 Sorensen Avenue property ("Angeles Site") in January 2001. Currently, Angeles has no employees. To the extent that documents still exist, all company records are currently in the possession of legal counsel in San Diego, California. A box level index to the business records is attached hereto as "Exhibit Index" and to the extent that the U.S. EPA desires to inspect the business records, arrangements may be made with counsel. Also attached as DVD 1 of 2 are the documents that have been produced to Angeles in the Angeles v. McKesson litigation by various governmental agencies. As no employees still exist that have percipient or institutional knowledge sufficient to respond to every question, Angeles has attempted to respond to each and every question to the best of the recollection of the responding party. The responding party reserves the right to supplement the responses should additional information become available. It is the understanding of Angeles that the U.S. EPA has already obtained a copy of the California Department of Toxic Substances Control ("DTSC") File for the Angeles Site. However, in the spirit of full cooperation, Angeles has produced all reports (attached hereto on DVD 2/2), although they are already part of the DTSC file.

Response To Question No. 1: John G. Locke, President, Angeles Chemical Company, Inc. ("Angeles") Mr. Locke has been President of Angeles since the corporation's formation in approximately 1971 to the present. Mailing address: 20449 E. Rancho Los Cerritos Road, Covina, California 91724.

Response To Question No. 2: "Angeles Chemical Company, Inc." is the original business form for the corporation. Angeles purchased several product lines from other chemical companies and used the "brand name" in selling certain chemical lines, including the "Bortz" and "Soramco." Angeles also

operated a trucking entity identified as "Stallion Tank Lines." A copy of the Articles of Incorporation and amendments thereto are attached. In October 2000, Angeles sold several of the Angeles product lines to Los Angeles Chemical Company, Inc. along with chemical products and some equipment. A copy of the sales agreement is attached hereto. After all equipment and chemicals were removed from the Angeles Site, Angeles property was sold to Greve Financial Services, Inc. in January 2001. Former shareholders of Angeles Chemical Company, Inc. include John Locke, Donna and/or Robert Berg and Arnold Rosenthal, whose ownership is reflected in the Articles of Incorporation and each owned approximately 1/3 of the Corporation. Both the Rosenthal and Berg stock was repurchased by Angeles in the mid to late 1990s. John Locke, Arnold Rosenthal, Donna Berg and Robert Berg were all former and/or current officers and directors of Angeles. Robert Berg, Donna Berg, the Estate of Arnold Rosenthal and Pearl Rosenthal are currently represented by Timothy Cronin and Devon Lyon, The Law Offices Of Timothy Cronin, 202 Fashion Lane, Suite 208, Tustin, California 92780.

Response To Question No. 3: See Response and Exhibits to No. 2 above.

Response To Question No. 4: No. Los Angeles Chemical Company, Inc. did not assume the environmental liabilities of Angeles.

Response To Question No. 5: The "LRB Partnership" owned the "Angeles Site" from 1975 to 1993. The LRB Partnership was comprised of John and Janyce Locke, Robert and Donna Berg, and Arnold and Pearl Rosenthal, who each owned an undivided 1/6 and/or 1/3 interest in the Angeles Site. "LRB Partnership" sold the Angeles Site to Angeles Chemical Company, Inc. in 1993. Copies of the Grant Deeds are attached. Angeles sold the Angeles Site to Greve Financial Services, Inc. in January 2001. A copy of the operative documents are attached. Janyce and John Locke are represented by Jeffery L. Caufield, Caufield & James LLP, 2851 Camino Del Rio South, Suite 250, San Diego, California 92108, (619) 325-0441 and (619) 325-0231 (fax).

Response To Question No. 6: See attached.

Response To Question No. 7: See prior responses and attached deeds.

Response To Question No. 8: See attached deeds.

Response To Question No. 9: See prior responses and attached deeds.

Response To Question No. 10: The Angeles Site was leased from the LRB Partnership to Angeles from approximately 1975 until Angeles purchased the Site in 1993. Angeles does not have any knowledge regarding any lease activities on the Angeles Site after the sale of the Angeles Site to Greve Financial Services, Inc. in January 2001, although the Angeles Site appears to be currently being leased for purposes of a tow yard.

Response To Question No. 11: At the time that Angeles purchased the Angeles Site in 1993, Angeles was aware of the existence of contamination of soil and groundwater underlying the Site. Testing reports of the soil and groundwater underlying the Angeles Site date back to early 1990 and are part of the DTSC file.

Response To Question No. 12: The Angeles Site was vacant and unimproved when it was purchased in 1975.

Response To Question No. 13: Greve Financial Services, Inc. is the current owner of the Angeles Site. Angeles is informed that Greve Financial Services, Inc. has not "operated" any business on the Site but is currently leasing the property for use as a vehicle tow yard.

Response To Question No. 14-16: Angeles operated on 8915 Sorensen Street (which is believed to be the same property as 8831 Sorensen Avenue) from approximately January 1976-October 2000 and the property was sold in January 2001. Accordingly, any "operations" should have been the same regardless of address.

Response To Question No. 17: Angeles operated a bulk sales and repackaging business at the 8915 Sorensen Street address from January 1976-approximately October 2000/January 2001. Angeles sold chemicals to the paint manufacturing industry, other chemical using industries and also packaged chemicals in smaller containers for retail sales at various retailers. Angeles purchased chemical in bulk, either by rail car or by tanker truck, in addition to purchasing chemicals in drums. In some instances chemicals were directly shipped from the manufacturer to the purchaser and other instances Angeles received, stored and blended chemical onsite for resale. Chemicals were stored onsite in both below ground storage tanks, above ground storage tanks (which includes rail cars) and in drums and/or other containers.

Response To Question No. 18: Angeles Chemical Company, Inc. is an active corporation. However, Angeles is not currently conducting any business, including any chemical sales.

Response To Question No. 19: Angeles has no current revenues.

Response To Question No. 20: Other than various insurance policies, Angeles has no current assets other than minimal amounts of operating revenue in the Angeles bank account.

Response To Question No. 21: To the extent that this question seeks privileged and confidential attorney client communications regarding the nature of financial arrangements and retainer agreements with legal counsel, this question is attorney-client confidential.

Response To Question No. 22: To the extent that the U.S.EPA has already obtained copies of the DTSC files, Angeles will not be producing a copy of the older documents in the DTSC files unless requested. However, attached hereto is a disk contain some of the more recent reports and information submittals to the DTSC.

Response To Question No. 23: Any documentation related to the quantity and types of chemicals stored, mixed and sold on the Angeles Site arguably "pertain" to any and all releases. Thus, the attached index of approximately 300 boxes of documents in storage with counsel is potentially responsive. However, to the extent that any documents exist that reflect releases, such documents would primarily comprise of documents on file at either the DTSC or the Santa Fe Springs Fire Department. Releases that may or may not still have documentation in existence would include: a) documentation related to the broken "spill" drain on the Angeles Site, which would include documentation surrounding the prior litigation against Spencer & Jones (which comprises several thousand pages and can be produced upon request), b) releases surrounding the loading or unloading of trucks, c) releases by railroad tank cars on the Angeles railroad spur, d) surface releases from filling equipment and/or tanks and/or e) releases from any above and/or below ground containers on the

Angeles Site. As a number of the potential "releases" would have been below any reporting requirements, no notification of regulatory authorities and/or documentation would be required and none was generated. Documents that might contain evidence "pertaining" to any prior releases on the Angeles Site would include: a) documents related to the Angeles v. Spencer & Jones litigation, b) documentation in the possession of Angeles' former environmental consultant, SCS Engineers (which comprises several thousand pages and can be produced upon request), c) documentation in the possession of Angeles' former and/or current environmental consultants Blakely Environmental Investigations, Inc., Clean Soils, Inc., and/or The Leu Group, d) documents produced in Angeles v. McKesson litigation, e) depositions produced or generated in the Angeles v. McKesson litigation and/or f) documents in the DTSC, County of Los Angeles and/or Santa Fe Springs Fire Department files. Angeles will produce any documents listed in items a)-e) that is in the possession of Angeles' counsel upon request. As the above referenced documents comprise many thousands of pages, counsel for Angeles can load digital images of the aforementioned documents on a hard drive supplied by the U.S. EPA, to facilitate transfer. Otherwise, the production would require the copying of numerous CDs. Please let counsel know how you wish to proceed.

Response to Question No. 24: See response to Question No. 23.

If you have any questions, please contact the undersigned.

Very truly yours,



Jeffery Caufield
Caufield & James LLP

On behalf of John G. Locke
President, Angeles Chemical

UNSCANNABLE MEDIA

To use the unscannable media document # 2113155
contact the Region IX Superfund Records Center
at 415-536-2000.

Box #	Type of Box	General Description of Contents
1	Bankers	Award Plaques
2	Bankers	Accident (3/99) ; RDP Program; Emergency Response Plans; Camping Fuel Law Suit ; DEA File; Personnel Handbook(99); Tax Returns in Manilla envelopes from CPA (16 envelopes); Distributor Price Lists/Vendors; (some documents withheld for privilege)
3	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts;
4	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
5	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
6	Bankers	Ledger titled "Angeles Bortz Samson Book #5 1999" : Green Invoices. Sparkletts Invoices; SC Air Quality Mgmt. District Permit Renewals; System Transport (Chem. Transportation records); St. Paul Software; Staples; SW Oil & Chem.; T & R Chemicals; Target Express Invoices; The Right Man (temp labor); Wall St. Journal; Traditions Enterprise Inc. Invoices; Trail Chemical Lease Invoices (RE: property at 9904 Gidley St....warehousing of paint; solvents & vehicles); Teletrac; Tandem Outsource Intl. (temp labor) ; Transchem; Inc.; X-TRA Help Inc. (temp labor) ; TIG Insurance Co. (some documents withheld for privilege)
7	Bankers	Price lists; thick file of assorted faxes; OSH log; Material Safety Data Sheets (MSDS); Items faxed for John Locke; Green Invoices; Daily Inspection Reports; Address book for John Locke; Menus; Interoffice Memos; Acct. Receivables Reports (2000); System Transport Invoices; MSDS Sheet Requests via fax; Webec.com Received docs.
8	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
9	Bankers	Employee Insurance Forms/Records/Apps ; 1996 W-2s ; Safety Handbooks; Safety Administrative Handbooks; MazMat Manifest Training; Insurance docs 1999; (some documents withheld for privilege)
10	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
11	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
12	Bankers	Rolodex; Address Book; Info. About materials and solvents; price changes; old floppy disks; Aging Reports; Material Safety Data Sheets (MSDS); (some documents withheld for privilege)
13	Bankers	Drivers logs; tickets; environmental publications; NPCA; safety information; CHP inspection reports ; DMV Files; Xerox Correspondence; US Filter; Pitney Bowes; 7/18/95 on-site accident ; 2/4/99 poison incident ; AQMD Technical Guidance Document for Title V; AQMD Permits & Regulations; Tank Permits ; 1996 & 1997 Drivers' Logs; Hasmat Inventory Sheets; (some documents withheld for privilege)
14	Bankers	Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
15	Bankers	Misc. yellow invoices 1999 (Shell; GE; Norton Packaging; Matheson; & others); Expense Reports for Alfonzo Younger

16	Bankers	Binder: 1992 Cal. Underground Storage Tank Conference; Binder: Horner EZY-CHEK leak detector; Binder: Underground Storage Tank Tightness Testing; Binder: NACD Index; Binder: Material Safety Data Sheets (MSDS); Binder: 1994 Underground Storage Tank Conference; Binder: Data Charts for Tank System Tightness Tests; Lists of CA licensed tank testers and tank testing companies
17	Bankers	Employee Records S-Z & Employee Insurance Records; (some documents withheld for privilege)
18	Bankers	Employee Records A-S; (some documents withheld for privilege)
19	Bankers	Old Accounting Reports (1976 - 89); Corporate Income Tax Returns; Valuation Reports; Acct. Reports from CPA
20	Bankers	1999 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
21	Bankers	Yellow Invoices (Alpha by Co) A-C
22	Bankers	1999 & 2000 Invoices; Accounting Ledger
23	Bankers	Hazmat License; USI Vehicle Registrations; USI Insurance ; Hanover Insurance ; Motor Carrier Permits; Certificates of Insurance ; AQMD Permits for suburban Tanks ; Cananwill Insurance ; Forklift lease; Trail Chem. Co. Contract; Bortz Acquisition docs(legal) ; Hazmat Manifests; Bortz Material Safety Data Sheets (MSDS); Green Products Co.; Dept. of Transportation Inspection; Fire Dept file (inspections/correspondence/results) ; Hazmat classification guide & code definitions; SCS Engineering (info. about tanks) ; Certificates of underground storage tank system testing ; Masson Industries; The Henry Co.; Checks/payables in envelopes/not sent; 5 computer backup disks; (some documents withheld for privilege)
24	Bankers	Safety Files (NPCA); Insurance ; DTSC Payments; Employee Records (OSHA) ; Shell Chem. Safety Guide; S. Coast Air Qual. Mgmt. District; OSH Invoices; Small Claims Info; Citations Pending; Employee Insurance ; Vision Service Plan ; Pacificare 1997 ; AFLAC 1997 ; TriWest Insurance Services 1997; (some documents withheld for privilege)
25	File	Accounts Payable 1996 U-Z
26	File	AIP Fir-Z 1997 (Invoices; packing slips); Employee Expense Acct. Reimbursement checks; (some documents withheld for privilege)
27	File	Acct. Payables G-N 1999; John & James Locke Expense Acct. Records
28	File	Dunn-Edwards Files #15-32 (1997); Invoices and Delivery Receipts
29	File	1996 Accounts Receivables/Invoices (Aug-Dec)
30	File	1997 Orchard Supply Hardware (OSH) files: Invoices; Truck Bills of Lading; Delivery Receipts
31	File	1997 Invoices (She-Uni); Invoices; Shippers Bills of Lading
32	File	Inventory Reports; Production Reports; Stock Status Reports; Tag Variance Reports 10/92-12/96
33	File	Invoices/Accounts Receivable 1997 O thru Spectru; Claim forms for Damaged cases (some documents withheld for privilege)
34	File	Invoices/Accounts Receivable 1997 Dunn thru F; Several invoices pulled due to DL# written on them
35	File	Invoices/Accounts Receivable 1999 E thru G; Invoice with an attachment detailing a case that leaked; Several invoices pulled with DL# written on them (some documents withheld for privilege)

36	Bankers	Blue Folder (Arcosolv PTB Solvents); '96 Environmental Progress Reports; 4/95 Angeles v. Watson - forklift accident (pulled); 12/21/94 Accident - Guillermo Quintero & David Maytum 1/23/94 Accident - Truck 40 12/27/95 Accident - Rudy Mejia Accident - Bortz v. Hyzone Corp. Accident # 94-0826 - Kadubec v. Paik; Accident 93-0716 - Watts v. Chautuan ; 1992 Accident #92-0116: Richard Garcia ; 10/90 Accident: Truck v. BMW ed); Accident 9/7/90 (pulled); Accident 2/22/92 ; Accident #91-0723: Ricardo Bonilla ; Accident #93-0902 - Temp v. Diane Jackson ; AFLAC Insurance; American Driver Leasing driver proficiency forms ; 1993 citations; 1994 citations (pulled); 1991 citations; 1991 citations; 1997 citations; Consumer Product Safety Commision (pulled); Cosmetic Insurance Services (pulled); Crawford Liability Audit 1996 (pulled for employee info); Cumbre Insurance Services; 1992 DHS Inspection; Dept. of Energy file; Dept of Health Services v. Anchem; Dept of Transportation (DOT) Hazmat Cert. of Registration 1995-96; 5/3/96 DOT Inspection; 10/93 DOT Inspection (pulled); DOHS: Hazardous Waste Disposal Manifest; DOT Safety Guides; 8/96 DOT Inspectio
37	File	1997 Accounts Receivable; Cash Receipts
38	File	1999 Accounts Payable S-Z; System Transport (some items pulled for DL#'s); TIG Insurance Co. Transtaff TriWest Insurance UPS Truck Leasing (some documents withheld for privilege)
39	Bankers	Samson Files (3/95; 2/95; 1/95; 12/94; 11/94; 10/94; 9/94; 8/94; 7/94); '98 Fed. Corp. Income Tax Return 1999 Stock Evaluation; '99 Comerica Statements; '99 Petro America Invoices; '98 Kern Oil & Refining payables; '96 Home Depot Invoices; '96 Business Property Statements from the county; '97 Bank of Whittier statements
40	Bankers	'96-'98 Monthly Reconciled Check Register ledgers; '98 Accounts Payable Ledger; Binder: Shell BlendPro Software 4.0 User Guide & Disks; '98 Sprinkler piping blueprint/site plan by Allan Automatic Sprinkler Corp.; Brochure for Crandall Filling Equipment; 3M Data Tape labeled "Batch ISSA B.T. NEW"; Copy of '97 Angeles articles of incorporation; '97 Dun & Bradstreet Business Information Report of Angeles Chem.; 5 videotapes ("The Weracs": MSDS Module training videos); approx. 15 data backup tapes; IBM computer docs -
41	Bankers	1998 and 1999 Orchard Supply Hardware Invoices & Bills of Lading
42	Bankers	1999 Comerica Bank Statements; CA Air Resources Board file; South Coast Air Quality Management District file; misc. scientific files
43	Bankers	Health & Welfare Agency info re: prop 65; stock ownership plan F&D company - insurance emissions report SFS Fire Docs; SFS Police relations; Safety Net Driver Inspection Spill Report Air Qual. Mgmt. District (SCAQMD) Info & Permits; SCAQMD notices to comply; SCAQMD board mtg.; SCS Engineers waste disposal Liberty Mutual Insurance Soil & Ground Water Investigation Dept. of Health Services State Compensation Insurance Fund ACORD Cert. of Insurance Loss Control Status Reports; VERLAN Fire Insur. HSE Audit '93 Workers Comp Insur. Zenith Insur. safety mtg. roster/training info; Transtaff temps Union Carbide; UPS info (some documents withheld for privilege)
44	Bankers	Contains legal docs for cases from '96 to '01 (some documents withheld for privilege)
45	Bankers	1998-1999 Pink Invoices & Received Checks

46	Bankers	1999 Accounts Payable U-Z; USI Insurance Union Carbide Corp. (pulled for DL#'s); UPS Truck Leasing (some pulled for DL#'s); US Container Corp; US Can Co.; Viking Freight Sys.; Vecta Transport; Vulcan Chem.; Vortex; Vision Service Plan (pulled for SSN's); WH Ellis; Wells Fargo Statements; Waste Management; Xerox; Xtra Lease; Yellow Freight Systems
47	Bankers	82 Connecticut General correspondence; '78 CG Money Market & Income Fund; '80-'82 Acquisitions; '90 NACD Balance Sheets; '91 Construction Proposals; '91 Joint Venture Agreement between Samson & Angeles; '92 Joint Venture Agreement between Angeles & Certified Coatings; '91 Balance Sheet; '90 Acct. Report; Balance Sheet; Income Statement; '92 Balance Sheet & Income Statement; '86 Acct. Report; '88-'89 Balance Sheet (some documents withheld for privilege)
48	Bankers	96 payroll log sheets '94 CHP cargo tank registration; CHP Hazmat transport licenses; CHP information bulletins; CHP vehicle inspection reports; '95-'96 Chemical Diversion & Trafficking Act info; '96 Chemtrec correspondence; State of CA v. Angeles/Espinoza OSHA Injury & Illness Prevention Program; CAL/OSHA MSDS; Cal. EPA Chemical Gross Index; Cal EPA info; Boutell v. Angeles '95 Bortz v. Golden Eagle Insurance '94 Baxter v. Angeles Bay Area Air Quality Management District Rules & Regulations; As You Sow v. Anchem '96 (some documents withheld for privilege)
49	Bankers	2000 Payables P-S; Principal Life Insurance Rite Way Staffing Rollins Leasing (pulled for DL#'s); Rhino Container; Rieke Corp.; Ring Can Corp; Plastic Ind.'s; RXI Plastics; SCS Engineers; Shell Chem. Co.; So. Cal. Edison; S. Coast AQMD; Staffmark System Transport (pulled for DL#'s); Preferred Personnel
50	Bankers	Contents of John Locke's office (box #3); Attorney docs ESOPs Bortz products info; distributor agreements; misc. correspondence; Los Angeles Chemical Co. Asset Purchase Agreement 2000 correspondence w/ creditors; 4/95 & 4/94 Financial Statements; 2000 ESOP; 2000 Sales Projections; photocopies of Cash Flow & Balance statements; '99-'00 insurance docs '98 underground storage tank closure plans Communities For A Better Environment vs. Anchem Legal docs RE: site closure '00 Fire dept correspondence '01 People v. John Locke El Monte Warehouse contract '99; 2001 Anchem/Los Angeles Chem. Co. Sales Agreement & Escrow Docs 'Environ' docs re: site remediation due to co. sale (some documents withheld for privilege)
51	Bankers	Accounting Reports; Financial Statements & Corporate Income Tax Returns from 1989 to 1998; '99 Employee Time Cards & Payroll Worksheets W-2's & 1099's from '88 to '95 Phone Bills; Yellow Page Advertising; 96/97 legal 92-94 legal '96 ESOP
52	Bankers	2000 Invoices/Accounts Receivable
53	Bankers	1971 Articles of Incorporation; Loan Docs; Underground Storage Tank (UST) Cleanup Fund packets (91-94); '96 property appraisal; '98 plant construction docs Masson Industries file re: 99-'00 plant construction (some documents withheld for privilege)

54	Bankers	Blue Binder: Employee Compensation Report Ledgers: '99 & '00 Accts. Receivable; '00 Aged Open Item Balances; '98 Sales Tax Adjustment; '98 1099's White Binder: 1998 Insurance Carriers '97; '98; & '99 State/Fed Tax Docs; photocopies of misc. invoices; '96 Home Depot Invoices; '01 Corp. Income Tax Return State & Fed (some documents withheld for privilege)
55	Bankers	Blue Binders: Balance Sheets from the 90's; '93 Accounting Reports; 2 big black binders: Employee Payroll files from Automatic Data Processing Inc. '95-96 Stallion Tank Lines (STL) Tax Returns; '94 STL Bank Statements; '91 Saramco/STL Agreements; '96 STL Assets (some documents withheld for privilege)
56	Bankers	98 Accounts Receivables/Invoices; '93 L & B Joint Venture Bank Statements; '96 L & B Mortgage; '89-'93 L&B Cash Disbursements; '95 L&B Finances; '96 Commissions; L & B Joint Venture check book
57	Bankers	94 VISTA site assessment plus report <--from the EPA's database of uncontrolled/abandoned hazardous waste sites near co.'s property; 2000 Dept. of Toxic Substances Control docs re: remediation of former McKesson facility 1992 HLA report re: McKesson facility Old Rolodex; 1998 pink copies of checks; 1999; 2000 large ledger of phone calls; misc. '99 faxes; primarily MSDS sheet requests; Webec.com received documents '00; phone rolodex (some documents withheld for privilege)
58	Bankers	Payables 1999 & 2000; Matheson Fast Freight Headway Corp. Staffing Fred Haines & Co.; Mountain Valley Express; Petro America; Powerlift Corp.; Masson Industries spill containment (some documents withheld for privilege)
59	Bankers	2000 Payables D-I; Dept of Toxic Substances Control Elite Personnel Services Environmental Claims Administrators Headway Corp. Staffing
60	Bankers	1/21/00 Inspection by Dept. of Toxic Substances Control 11/99 Fire Dept inspection report Storage Tank Closure Requirements Fire Dept correspondence '98-'00 '98 map of contaminant concentrations on Anchem property TriWest Insurance Services invoices USI Insurance docs '96 9/97 Greve/Ramirez v. Bortz '98 McMillan v. Anchem '95 Coatings Resources v. Samson '92 & '96 DBA filings; Consumer Product Labels; '96 DOT v. Anchem '95 DOT Inspection '95 Greve v. Anchem Innosoft software contract and correspondence (some documents withheld for privilege)
61	Bankers	1999 Pink Invoices and Checks
62	Bankers	Invoices 1999 P-S; Preferred Employment; Principal Insurance; Staffmark; (some documents withheld for privilege)
63	Bankers	Brochures from Coatings Industry Services Inc.; As You Know/Prop 65 Legal docs '96 Fire Insurance '96 Misc. Interoffice Memos & Faxes; '97 Ohio Warehouse file; '94 Fire Prevention Plan; Anchem/Bortz Letterhead; '94 Sales Commissions; Employee Stock Ownership Plan Deductible Recoveries (some documents withheld for privilege)
64	Bankers	2000 Accounts Receivables; misc. '00 Bills of Lading; Onge v. Bortz '94 attorney invoices misc. faxes for John Locke; including legal docs Bortz Price Lists; '98 Onyx Corp. checks; 1/95 Employee File Employee time sheets 1/23/96 Fire Material Safety Data Sheets (MSDS)

65	Bankers	Sales Forecasting; Fred Howard resume Wells Fargo interest '98; Executive tax Report Newsletters 1985-87; '82 & '83 plant hours - employees videos; solvents; coatings care; sales/marketing materials; acct. printouts '82; Spill Report JGL 1992 1990 Material Safety Data Sheets (MSDS); '93 Unaudited balance sheets; '96 OSH EDI info; '85-'86 board mtg. minutes; People v. Angeles Chem. '01 IBM Lease; Sale of property in Santa Fe Springs '01 state of CA articles of incorporation '92; Mercury Insurance Lawrence C. Meyerson law office (some documents withheld for privilege)
66	Bankers	79 LA Sovent Co. balance sheets; 2 manilla envelopes (taxes from '75 & '79...pulled); Ledger: '95 Anchem products purchased by customer; misc. correspondence; job safety handbook; employee information updates (some documents withheld for privilege)
67	File	1999 Invoices A through Du (Dunn Edwards #14)
68	File	1997 Accounts Payable A-Fed; '97 State Board of Equalization file Burke Williams & Sorenson law firm file '97 Dept. of Toxic Substances file
69	File	1998 Invoices/Accounts Receivable (A-F)
70	File	1996 Invoices/Accounts Receivable (J-O)
71	File	Orchard Supply Hardware (OSH) 1998 Invoices
72	Bankers	Machine & Tool Manuals; Guides & Brochures; Westrux Vehicle Maintenance Agreements; Chempax file (Chemical Manufacturing & Distribution Software); McNeil Security file; '87 Workers Comp.
73	Bankers	ENTIRE BOX OF LEGAL CORRESPONDENCE WITHHELD ON PRIVILEGE
74	Bankers	Security Checklists; Office Procedures; SCS Engineers UPS Truck Leasing (pulled for driver info); Material Safety Data Sheets (MSDS); Misc. Invoices; Lease Accept. Corp Shell Chem. Co. Software agreement; Deductible invoice 401Ks CHP Report Customer List; Motor Insurance (some documents withheld for privilege)
75	File	1997 Dunn Edwards Corp. Invoices (files #33 to #59)
76	File	1997 Accounts Payable/Invoices N-S; Pacificare Preferred Personnel Principal Mutual Insurance (pulled; Schuyler attorney (some documents withheld for privilege)
77	File	1999 Accounts Receivables G-L
78	Bankers	1979 Southern Pacific Transportation Company freight bills and correspondence; 1975 Penta Pacific Properties docs re: purchase of Sorenson site; 1974 London Guarantee & Accident Co of New York 1982 Corrosion Technology Inc. underground tank report 1994 legal docs re: land purchase 1994 legal docs re: Prop 65 violation Folder: articles of incorporation; industrial lease; '84 board mtg. minutes '94 legal correspondence '93 Rohrbach v. Angeles (some documents withheld for privilege)

79	Bankers	TriWest Insurance '94 MSDS for Lacquer Thinner 666B; Consumer Product Labels; '93 Air Liquide file re: Easement project '75 legal docs re: easement '91 underground storage tank regulations '95 Merkitch v. Bolster Flooring '96 MSDS requests; '93 auto insurance '91 MultiChem case Nat'l Paint & Coatings Assoc. guides/bulletins; distribution permits; tank permits drum filling procedures Public Utilities Commission correspondence re: Liability Insurance DMV tanker inspections Rohrbach v. Angeles '91 Injury prevention guides; emergency response plans/procedures USI Insurance '94 FRA v. Angeles (some documents withheld for privilege)
80	Bankers	1999 Payables/Invoices C-H; Headway Corp. Staffing HealthFirst Med. Group Gold Shield Distributors; Employee reimbursements/advances Dept. of Toxic Substances Control DMV Renewals; Crescent Truck Lines; Cypress Chemical Company (some documents withheld for privilege)
81	Bankers	Misc. 2000 Account Payables/Invoices; Crescent Truck Lines; Rollins Leasing Corp.; Fred Haines Transportation; Shell Chemical Co.; S.C. Edison; System Transport; Gabriel Container Co.; Target Express; Matheson Fast Freight; Office Depot; Staffmark Tandem Labor Vulcan Chemicals; Headway Staffing HealthFirst Preferred Personnel US Can Co.; Apex Drum Co.; Dept of Toxic Substances Control and others.. (some documents withheld for privilege)
82	Bankers	Employee Stock Ownership Plans; Stock Eval's. Pulled for privilege
83	Bankers	2000 Payables/Invoices S-T; The Right Man Tandem/Outsource Intl Union Carbide (pulled for Driver's License Numbers); UPS; US Can Co.; USI Insurance US Container Co.; Universal Lift Gate; USF Bestway; Vortex; Viking Freight Sys.; Vision Service Plan Vulcan Chemicals; Westrux Intl.; WH Ellis; Waste Management; Wells Fargo; Westran Rentals Xtra Lease; hand-written insurance acct. ledgers
84	File	1996 Dunn Edwards Account Receivables (4/96 to 8/96); Yellow Invoices & White Bills of Lading
85	File	1999 Misc. Accounts Receivable T-Z
86	File	1998 Dunn Edwards Invoices (Account Receivables files #18-38)
87	File	1996 Accounts Receivables/Invoices E-I; pulled several files for DL#'s
88	File	1997 Cash Receipts (Pinks) Jan-July
89	File	1997 Accounts Receivable G-H; several items pulled for driver's license number
90	File	1997 Accounts Receivable A-D; several items pulled for driver's license number
91	File	1997 Accounts Receivable H-P; several items pulled for driver's license number
92	File	1996 Accounts Receivable O-Q
93	File	Orchard Supply Hardware Accounts Receivable/Invoices 1998
94	File	1999 Accounts Receivable/ Home Depot-Miracle Sealants; Commercial Credit Application with Social Security Numbers various items pulled for Driver's License Numbers. (some documents withheld for privilege)
95	File	1996 Orchard Supply Hardware AR/Invoices; Accounts Receivable from some misc. other companies; several items pulled for DL#'s

96	File	1999 Accounts Payable O-S; Pacific Resource Recovery file Pacificare of California file Pro Transportation Invoice with Traffic Citation Price Costco Renewal with personal info PDQ Rentals file for Driver's License Numbers Petty Cash File Principal Mutual Insurance file Preferred Employment file Accounts Payable to Roberts Automotive with personal address Letter to Department of social services Rob R. Schuyler; PC file Underground Storage Tank plans (2)Select Personnnel Invoice (some documents withheld for privilege)
97	File	1996 Accounts Receivable D-E; several items pulled for DL#'s
98	File	1997 Orchard Supply Hardware (OSH) Invoices/Receivables files 0-180
99	File	1996 Samson Chemical Company Green Invoices (Accounts Payable) Jan-Dec.
100	File	1996 Accounts Receivable A-H; S-V; various items pulled for DL#'s
101	File	1996 Bortz/Sinclair. Accounts Receivable for Sinclair paint. Several items pulled for DL#'s.
102	File	1999 Accounts Payable A-F; AFLAC Alonzo Younger expense report ESOP Benefit Systems Inc. State Board of Equalization Burke; Williams & Sorrenson attorneys Chemcentral (pulled for DL#'s); Cananwill Inc. insurance Candi Hutton expense report Donald Smith expense report Dept. of Toxic Substances Control (some documents withheld for privilege)
103	Banker	Misc. Invoices/Accounts Receivable 1999; Pacificare Documents Several invoices pulled with employee info on them
104	Banker	Misc. Invoices/Accounts Receivable 1999; Staffmark invoices UPS truck leasing paperwork with DL# Computer info could not understand (some documents withheld for privilege)
105	Banker	Misc. Invoices/Accounts Receivable General Motors Van Nuys 1984; Misc. Invoices for Onyx Corp. 1997; Fireman's Insurance Fund EPA Registrations/codes of Federal Regulations; Angeles vs Occidental Suit 1989 Camarillo vs Chemtech Suit 1991 thru 1993 Angeles vs Bortz Suit 1993 Rieger vs Angeles Chemical 1993 Paradise vs Specialty Coatings and Angeles Chemical 1991 (some documents withheld for privilege)
106	Banker	Orchard Invoices/Accounts Receivable 1999 Nothing Pulled
107	Banker	Misc. Invoices/Accounts Receivable 1999 Oct. thru Dec.; IRS tax information Invoices/Accounts Receivable to several attorneys Insurance information from Pacificare USI of Sothern California Insurance Services Inc. and Zenith Insurance Invoices/Accounts Receivable from Staffmark EDD Headway (some documents withheld for privilege)
108	File	1997 Orchard Supply Hardware (OSH) Invoices/Receivables
109	File	1998 Production Reports/Batch Slips/Delivery Receipts; Silkscreening Production Reports (some documents withheld for privilege)
110	File	1997 Accounts Receivable/Invoices A-G; several items pulled for DL#'s
111	File	1997 Batch Reports. Silk Screening Production Reports.
112	File	1996 Accounts Receivable/Invoices Q-S; many items pulled for DL#'s
113	File	1997 Accounts Receivable/Invoices; pulled multiple items for Driver's License Numbers
114	File	1997 Accounts Receivable (Green Copies) 4 File Folders March-June

115	File	1998 Miscellaneous A - Evr-Gard; Evr-Gard Coatings Invoice with damaged/leaking containers; Multiple items pulled for Driver's License Numbers
116	File	1997 Accounts Receivable/Invoices S-Z; several items pulled for DL#'s
117	File	1996 Accounts payable. Crown employment agency Colonial pacific leasing Burke; Williams; and Sorensen City of Santa Fe Springs Law offices of Beres; Charton; and Rovenger Apex Drug; Co. Benefit Systems ARC Chemical Division AFLAC (some documents withheld for privilege)
118		Thick Green Invoice Ledgers 1997
119	File	Misc. Files: Bad Debts folder Files for several temp. labor agencies Auto leasing contracts/agreements; Employee insurance enrollment forms Provident Mutual Insurance '89 Fire Dept correspondence Donations from the 70's & 80's; EDD auto insurance ID cards LA County tax docs L.A. Solvent Company acquisition '82 Legal documents for several cases NACD bulletins; Nat'l. Paint & Coatings Association; SCS Engineers (some documents withheld for privilege)
120	File	1998 MSDS; Accounts Receivable Bortz-Sinclair #472-1585; Sinclair Paints Invoice for Leaking Paint Thinner Note Multiple items for Driver's License Numbers
121	File	1997 Accounts Payable V-Z; Check to Vincent Salazar Vision Service Plan file Check to Whittier Municipal Court for Citation W.H. Ellis file XTRA Help file (some documents withheld for privilege)
122	File	Thick Green Invoice Ledgers/Binders from 1997 (misc. companies)
123	File	Accounts Receivable. Pulled various items for Driver's License Numbers.
124	File	1997 Accounts Receivable/ R-Sin; Multiple items pulled for DL#'s
125	File	Accounts Receivable/Invoices 1996 A-S; several items pulled for DL#'s
126	File	Orchard Supply Hardware (OSH) Invoices 1998
127	Bankers	1981 Documents and Brochures including: general stock plans; company income reports; retirement plans; company objectives. Arnold H. Hoffman documents on storage tanks and EPA guidelines. Some personal and vacation plans also mixed in.
128	Bankers	1997 McMillan v. Angeles '97 Golden Eagle v. Angeles South Coast AQMD docs/correspondence; Fixed Roof Tank Calculation Worksheets; ESOP docs
129	File	1998 Accounts Receivable; Orchard Supply Hardware.
130	File	1996 General Journal Voucher entries; '97 gasoline logs; Workers Compensation reports handwritten accounting spreadsheets; employee time sheets invoices from various temp agencies '99 sales agent commissions to be paid (some documents withheld for privilege)
131	File	1996 Payables; Independent Temporary Personnel Pacificare Principal Mutual
132	File	1998 Payables V-Z; Vision Service Plan WGI Solutions - temps XTRA Help time sheets & invoices (some documents withheld for privilege)
133	Bankers	'96 Onyx Batch Slips; '96 Production Reports; Quality Control Reports; '96 Silkscreening Production Reports; '96 Inventory Status & Activity Reports
134	Bankers	2000 Sales Agent Profit Reports
135	File	1999 Dunn Edwards Invoices files #15-32; some items pulled for Driver's License Numbers

136	File	1999 Dunn Edwards Invoices files #33-59; some items pulled for Driver's License Numbers
137	File	Material Safety Data Sheets (MSDS) for Bortz & Shell Chemical
138	Bankers	Orchard Supply Hardware Invoices 2000 #560-890; 2000 Crescent Truck Lines invoices
139	Bankers	Bill Ellis's Stuff 2 of 2/ MSDS and Product Data Sheets; Letter from Shell Chemical Company 1989 County of L.A. Public Works Storage Tank Information (some documents withheld for privilege)
140	Banker	Master Invoices/Accounts Receivable for Bortz 2000 Book #2; Invoices/Accounts Receivable 1999; Master Book of Employee Info
141	Banker	Invoices/Accounts Receivable for Bortz 1999 Books 1 and 2
142	File	L and B Expenses 1993 and 1994; Invoices/Accounts Receivable Sampson Chemical 1991; Stone vs Angeles Chemical 1990 General Journal Voucher Forms 1993 thru 1995
143	Banker	Payable Files J thru P 2000; Invoice for Court Reporting Services 2000 along with Preston and Cowan L.L.P. (some documents withheld for privilege)
144	Banker	Master Invoices/Accounts Receivable 1999
145	Banker	Profit Reports/Inventory Reports/Tag Variance Reports 1996; Misc. Inventory 1996 nothing pulled
146	Banker	Stone vs Varn Products 1990 Angeles vs Onyx Corp 1999 Hurst Graphics vs Angeles Chemical 1990 Occidental vs Angeles Chemical 1999 Socco Western Suit 1999 Firemans Fund Info Correspondence between Onyx and Bortz (some documents withheld for privilege)
147	Banker	Misc. Invoices 2000; Elite; Rite Way; Preferred Personnel Staffing invoices (some documents withheld for privilege)
148	Banker	Invoices/Accounts Receivable pinks only 1998 nothing pulled
149	Banker	Payable Files A thru L 2000; pulled files with employee info on them
150	File	Invoices/Accounts Receivable Dunn Edwards 1999 nothing pulled
151	Bankers	Product Testing Info/ Legal Correspondence- (Entire box withheld for privilege)
152	Bankers	2000 Accounts Receivable; Tractor Rental with personal information Multiple temporary help service invoices pulled; Preston & Cowan LLP Presbyterian International Hospital Mihaly; Schuyler & Mitchell (pulled 5); Principal Financial Group SCS Engineers Correspondence City of Santa Fe Springs HQ Fire Station
153	Bankers	1987-1988 Bill Ellis's Stuff 1 of 2; MSDS and Storage Tank Information; Product Storage Tank Testing Info Underground Storage Tank Testing Products and Underground Storage of Hazardous Materials Guidelines; October 1984 (some documents withheld for privilege)
154	File	Material Safety Data Sheets
155	File	1999 Sales Orders S-W/ Accounts Receivable; Multiple items pulled for Driver's License Numbers (some documents withheld for privilege)
156	File	1999 Accounts Receivable; Multiple items pulled for Driver's License Numbers
157	Bankers	2000 Accounts Receivable/ Orchard Supply Hardware # 560-890

158	Bankers	1993 Production Reports & Batch Slips; 1993 Inventory Reports; 1993 Reichhold Chemicals Certificates of Analysis; 1993 TAG Variance Reports; '89; '91; '92 & '93 Material Safety Data Sheets (MSDS)
159	Bankers	1996 Inventory/ Data Sheets
160		1999 Invoices/Accounts Receivable (some items pulled for Driver's License Numbers) (some documents withheld for privilege)
161	File	Invoices/Accounts Receivable F-H 1999; many items pulled for Driver's License Numbers (some documents withheld for privilege)
162	File	ENTIRE BOX PULLED: ADP Ledgers/Binders with payroll from years 1995-97
163	File	1998 Invoices/Accounts Receivable for Dunn Edwards files 3-17; some items pulled for Driver's License Numbers (some documents withheld for privilege)
164	File	1996 Home Depot Invoices; 1996 Dunn Edwards Invoices; Pacific Bell Bills; (items pulled for Driver's License Numbers (some documents withheld for privilege)
165	File	1996 Payables R-T; Staff Control Inc. The Blackmoor Group insurance The Right Man US Life Insurance Co. TIG Insurance Transtaff Mgmt. Services
166	File	Material Safety Data Sheets (MSDS)
167	File	7 ADP (Automatic Data Processing) Payroll Ledgers for years 1997-99 BOX WITHHELD FOR PRIVILEGE
168	File	Invoices/Accounts Receivables: ICI Delux Paint 1999; some items pulled for Driver's License Numbers (some documents withheld for privilege)
169	Bankers	93 EDD docs '92 Audit; '91 Sales Taxes; '95 ADP Payroll '90s property taxes; Robert Trudeau's commissions Samson Chem. Co. financial docs 1995 (some documents withheld for privilege)
170	Printer Paper	ENTIRE BOX PULLED: 2000 Employee Time Cards; ADP Payroll Worksheets; W-4's; employee information
171	File	1998 Bortz green invoices copies in thick binders/ledgers
172	File	1998 Dunn Edwards Invoices/Accounts Receivables; some items pulled for Driver's License Numbers (some documents withheld for privilege)
173	File	1997 Silkscreening Production Reports; 1997 Batch Reports; 1997 Bottle/Can Sleeving Reports
174	File	1999 Accounts Receivables/Invoices M-P; several items pulled for Driver's License Numbers (some documents withheld for privilege) (some documents withheld for privilege)
175	Flat Box	1997/96 1st Bank packets with returned paychecks (pulled entire box for employee info)
176	File	1996/1997 Quality Control Reports; 1997 Silkscreening Production Reports; 1996 Batch Reports
177	File	1997 Orchard Supply Hardware Invoices files 190-400
178	File	1996 Accounts Receivable I-Z (several items pulled for Driver's License Numbers) (some documents withheld for privilege)
179	File	1997/1998 Orchard Supply Hardware Invoices

180	Bankers	2000 Invoices; System Transport (some pulled for Driver's License Numbers); Quick Service Distributors; Rollins Leasing (some pulled for Driver's License Numbers); UPS Truck Leasing (Driver's License Numbers); Shell Chemical Co. (some documents withheld for privilege)
181	Brown Box	1998 Inventory Reports; Inventory Count Worksheets; '98 TAG Variance Reports
182	Brown Box	1998 TAG Variance Reports; Inventory Reports; Daily Tank Stickings; Inv. Count Worksheets
183	Brown Box	3 binders for "Scripsit" software; 6 DAT tapes; computer diskettes
184	Brown Box	'96 TAG Variance Reports; Inventory Count Worksheets
185	Flat Box	1996 1st Business Bank Statements & returned checks
186	Bankers	1998 Bottle/Can Labeling Reports; '98 Sleeving Reports; '98 Ashland Chem. Co. Invoices; Batch Reports & Contracts/Bills of Lading
187	Flat Box	1995 1st Business Bank Statements & returned checks
188	Bankers	Shell Solvent Files; Certificates of Analysis
189	Brown Box	1998 Quality Control Reports; '98 Silkscreening Production Reports; '98 Ashland Chemical Co. Contracts & Batch Reports
190	Brown Box	1998 Inventory Reports; Batch Inquiries; Inventory Count Worksheets; Daily Tank Stickings
191	Brown Box	Entire box full of Bortz flyers entitled "Using Solvents & Sundry Chemicals"
192	Bankers	tax returns/stock reports from the 70's; '85 Packaging Cost Analysis; '81-82 ESOP '89 Financial Reports; Employee Benefit Statements Connecticut Gen. Insurance Co. Cigna Money Market acct. 79-86 developed camera file; photos of chemists at work (some documents withheld for privilege)
193	Bankers	2000 Comerica Bank Reports of Accounts Receivable; '98 Comerica Loan; '94 Legal/Attorney docs '99 payroll edits '97 Invoices/Accounts Receivable for Onyx Corp.; '90-91 tank testing docs (some documents withheld for privilege)
194	Bankers	1996 Production Reports; TAG Variance Reports & Inventory Reports
195	Brown Box	1996 TAG Variance Reports; Batch Reports; Bills of Lading; Silkscreening Production Reports; Labeling Reports; '96 Inventory Activity Reports; Inventory Count Worksheets
196	Bankers	3 thick ledgers: 2000 Bortz Invoices/Accounts Receivable Green copies
197	Brown Box	1998 Inventory Count Worksheets; 1998 TAG Variance Reports
198	Brown Box	1996 Batch Slips; Daily Tank Stickings; Production Reports; TAG Variance Reports
199	Brown Box	1996 Batch Slips; Daily Tank Stickings; Production Reports; TAG Variance Reports
200	Brown Box	1997 TAG Variance Reports; Inventory Reports; 1996 Inventory Activity Reports
201	File	1998 Accounts Receivable G-Z; some items pulled for Driver's License Numbers (some documents withheld for privilege)
202	File	Ledgers with green copies of Bortz invoices from 1997
203	File	1997-99 Accounts Receivable/Invoices; some items pulled for Driver's License Numbers (some documents withheld for privilege)
204	Flat Box	1999/2000 Comerica Returned Checks
205	Flat Box	1999 Comerica Returned Checks; 1998 1st Business Bank returned checks

206	File	1996 AR/Invoices Jan-July (photocopies of checks to Anchem with Pink copies of invoices)
207	File	5 thick ledgers/binders with Bortz green copies of Invoices/Accounts Receivable from 1996
208	Flat Box	1997/98 1st Business Bank Returned checks (note: did not review individual checks)
209	File	1998 ledger with Bortz green copies of invoices
210	Brown Box	1994 Production Reports; Silkscreening reports; batch reports; production schedule sheets; stock/inventory reports; TAG Variance reports
211	Ledger	2000 Inventory Valuation Report
212	Ledger	Month-To-Date Sales Journal 12/96 to 12/98
213	Ledger	Aged Open Item Trial Balance As Of 5/11/96 By Reference Date
214	Ledger	Inventory Valuation Report As Of 1/31/99 Based On Average Costing
215	Ledger	1997 Cash Receipts/AR Transactions
216	Ledger	1998 Inventory Reports
217	Ledger	1997 Inventory Reports
218	Ledger	11/97 Inventory Reports
219	Ledger	5/96 to 4/97 Inventory Reports
220	Ledger	1996 Container File Listings
221	Ledger	1996 Cash Receipts; Sales Journal; AR Entries
222	Bankers	Misc files; Material Safety Data Sheets (MSDS); 1996 South Coast AQMD correspondence; Workers Comp info employee attendance records employee applications injury prevention docs (some documents withheld for privilege)
223	Bankers	Misc files/docs; voice mail/phone brochures; newsletters; misc correspondence; 1996 evaluations of stock; UPC codes; bar code docs/brochures; drug policies; 6/86 Board Meeting minutes; (some documents withheld for privilege)
224	Ledger	1999 Inventory Reports
225	Ledger	1992 Payroll (some documents withheld for privilege)
226	Ledger	1996 General Ledger (accounting; inventory; assets)
227	Ledger	1993 Payroll (some documents withheld for privilege)
228	Ledger	1998/99 Accounts Payable
229	File	Invoices/Accounts Receivable Bortz A thru D 1996
230	File	Invoices/Accounts Receivable A thru Misc. and F thru Gold Shield 1999 nothing pulled
231	File	Invoices/Accounts Receivable and Sales Orders; ICI 1996 thru 1998; Misc. Invoices/Accounts Receivable 1999
232	File	Material Safety Data Sheets (MSDS) For Sampson Chemical
233	Bankers	Material Safety Data Sheets (MSDS); '92 Certificates of Analysis
234	Ledger	2000 Inventory Valuation Reports
235	Ledger	Inventory Reports & Mixing Reports from 3/95 to 4/96
236	Ledger	Inventory Valuations from 5/95 to 4/96

237	Ledger	Inventory Activity Reports for 2/96 to 4/96
238	Ledger	1996 Sales Agen Profit Reports May to November
239	Ledger	1999 Inventory Activity Reports
240	Ledger	1999 Inventory Valuation Reports
241	Ledger	1999 Accounts Payable
242	Ledger	1996 Inventory Activity Reports
243	Ledger	1996 Inventory Valuation Reports
244	Ledger	1996 Accounts Payable G/L Account Details
245	Ledger	1996 Monthly Container Activity Reports
246	Ledger	1999 Inventory Valuation Reports
247	Ledger	Accounts Receivable Invoices 2000 Green Copies
248	Ledger	1998 Inventory Valuations (10/98)
249	Ledger	Stock Transaction Reports 11/96 to 4/97; Inventory Valuation Reports 12/95 to 4/97; New Customer Reports 5/95 to 4/97
250	Ledger	Accounts Payable 5/97 to 4/98
251	Ledger	Cash Accounts Receivable 1996 to 4/30/97
252	Ledger	1996/1997 Sales Reports
253	Ledger	1996 Container File Listings (10/96 to 12/96)
254	Ledger	Sales Agent Profit Reports 6/99 to 11/99
255	Ledger	8/97 Reports (Sales, Container File Listings, Inventory Activity Reports)
256	Ledger	1998 Inventory Valuation Reports, Container File Listings, Inventory Activity Reports
257	Ledger	12/98 Inventory Valuation Reports, Stock Transaction Reports, Container File Listings
258	Ledger	2/99 Inventory Valuation Reports, Inventory Activity Reports, TAG Variance Reports, Container File Listings
259	Ledger	7/98 Reports (Inventory, Sales, Container File Listings, Inventory Activity Reports)
260	Ledger	4/99 Reports (Inventory/Sales)
261	Ledger	2/00 Reports (Inventory/Sales)
262	Ledger	5/99 to 9/99 Cash Receipts & Aging Reports
263	Ledger	8/98 Reports (Inventory/Sales)
264	Ledger	5/96 to 10/96 Inventory Reports
265	Ledger	3/99 Reports (Inventory/Sales)
266	Ledger	9/00 Reports (Inventory/Sales)
267	Ledger	1996 Accounts Payable
268	Ledger	1996 Sales Agent Profit Reports
269	Ledger	7/97 Reports (Inventory/Sales)
270	Ledger	Sales Agent Profit Reports 12/97 to 4/98
271	Ledger	9/97 Reports (Inventory/Sales)

272	Ledger	1/98 Reports (Inventory/Sales)
273	Ledger	1996 Sales Agent Profit Reports
274	Ledger	11/98 Reports (Inventory/Sales)
275	Ledger	1998 Sales Agent Profit Reports
276	Ledger	1996/1997 Sales Tax Reports
277	Ledger	08/00 Reports (Inventory/Sales)
278	Ledger	5/98 Reports (Inventory/Sales)
279	Ledger	1998 Cash Receipts, Accounts Receivable, Aging Reports
280	Ledger	4/96 to 4/97 TAG Variance Reports
281	Ledger	9/99 Reports (Inventory/Sales)
282	Ledger	1997 Sales Agent Profit Reports
283	Ledger	11/97 to 4/98 Cash Receipts, Accounts Receivable, Aging Reports
284	Ledger	1998 Accounts Payable
285	Ledger	3/97 to 4/97 Container File Reports
286	Ledger	1998 Cash Receipts, Accounts Receivable, Aging Reports
287	Ledger	10/97 Reports (Inventory/Sales)
288	Ledger	9/99 Reports (Inventory/Sales)
289	Ledger	3/98 Reports (Inventory/Sales)
290	Ledger	11/96 to 2/97 Reports (Inventory/Sales)
291	Ledger	2/98 Reports (Inventory/Sales)
292	Ledger	4/98 Reports (Inventory/Sales)
293	Ledger	2000 Cash Receipts, Accounts Receivable, Aging Reports
294	Ledger	11/99 Reports (Inventory/Sales)
295	Ledger	1996 Cash Receipts, Accounts Receivable, Aging Reports
296	Ledger	1996 Accounts Payable Reports
297	Ledger	5/96 to 4/97 Accounts Receivable, Aging Reports
298	Ledger	3/95 to 12/96 Stock Transaction Reports
299	Ledger	12/99 Reports (Inventory/Sales)
300	Ledger	01/00 Reports (Inventory/Sales)
301	Ledger	5/99 Reports (Inventory/Sales)
302	Ledger	7/97 Reports (Inventory/Sales)
303	Ledger	3/96 to 5/96 Monthly Container Reports
304	Ledger	11/96 to 2/97 Container File/Activity Reports
305	Ledger	1998 Sales Agent Profit Reports
306	Ledger	7/94 to 3/96 Inventory Activity Reports
307	Ledger	1996 Inventory Reports
308	Ledger	2/97 to 4/97 Inventory Activity Reports

309	Ledger	3/00 Reports (Inventory/Sales)
310	Ledger	6/00 Reports (Inventory/Sales)
311	Brown Box	DAT Tapes & CD backup disks
312	Brown Box	1996 Aging Reports, TAG Variance Reports
313	Brown Box	1996 Bottle Can Sleeving Reports, Inventory Worksheets, Production Reports
314	Brown Box	1996 Inventory Reports
315	Brown Box	1996 Inventory Reports & Inventory Count Worksheets
316	Sm. White	Material Safety Data Sheets (MSDS)
317	Bankers	1992 Bortz Accounts Receivable, Material Safety Data Sheets (MSDS), Trade Magazines & Newspapers
318	Brown Box	9/96 Inventory Reports
319	Brown Box	1997 Inventory Reports

STATE OF CALIFORNIA



279464

OFFICE OF THE SECRETARY OF STATE

I, **EDMUND G. BROWN JR.**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the **RECORD** on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

NOV 2 - 1971



Edmund G. Brown Jr.
Secretary of State

279464

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ENDORSED
FILED
In the office of the Secretary of State

NOV 1 - 1971

EDMUND G. BROWN Jr., Secretary of State
By BILL HOLDEN
Deputy

DOCUMENT, FILED
LOS ANGELES COUNTY

NOV 5 1971

OFFICE OF COUNTY CLERK
CORPORATION DIV.

ARTICLES OF INCORPORATION

OF

ANGELES CHEMICAL CO., INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation, and we do hereby certify:

ARTICLE I

The name of this corporation shall be:

ANGELES CHEMICAL CO., INC.

ARTICLE II

The specific business in which this corporation proposes primarily to engage is in the purchase and sale of petroleum solvents, petroleum products and chemicals of all types and descriptions.

ARTICLE III

The general purposes for which this corporation is formed are:

1. To buy, acquire, transport, produce, sell and otherwise dispose of and deal and trade in petroleum solvents and products, and petroleum of all grades, oil, sulphur, gas, carbon black, asphalt, bitumen and bituminous

substances of all kinds, carbon and hydrocarbon products of all kinds, coal, salts, nitrates, phosphates, natural gas, thermal and medicinal waters, gold, silver, iron, copper and all other metals, minerals and metallic substances, and in general, products of the earth and deposits, both subsoil and surface, of every nature and description.

2. To own, operate, maintain, manage, equip, improve, repair, alter and otherwise deal with, use and enjoy; to invent, design, develop, assemble, build and construct, fabricate, manufacture, buy, import, lease as lessee, and otherwise acquire; to sell, buy retail or wholesale, export, lease as lessor, and otherwise dispose of goods, wares, merchandise, personal property of every sort, nature and description.

3. To construct, lease, rent, buy or otherwise acquire and maintain all facilities necessary or convenient for the prosecution of the business of this corporation.

4. To enter into, make, perform, and carry out contracts of every sort and kind which may be necessary or convenient for the business of this corporation, with any person, firm, corporation, private, public or municipal body politic, any state, territory or municipality of the United States, or any foreign government, colony or body politic.

5. To promote or to aid in any manner, financially or otherwise, any person, corporation or association of

which any shares, bonds, notes, ventures, or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, debentures, notes of other persons, corporations or associations and to do any other acts or things designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures or other securities or evidences of indebtedness.

6. To borrow money; to issue bonds, notes, debentures or other obligations of this corporation from time to time for any of the objects or purposes of this corporation, and to acquire the same by mortgage, pledge, deed of trust, or otherwise, and to acquire the same unsecured.

7. To lend money, to purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge or otherwise dispose of and deal in, shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any other persons, corporations, or associations, whether domestic or foreign, and whether now or hereafter organized or existing; and while the holder thereof to exercise the rights, powers and privileges of ownership, including the right to vote thereon, to the same extent as a natural might or could do.

8. To act as a partner or a joint adventurer or

in any other legal capacity whenever deemed advisable by the Board of Directors.

9. To do business anywhere in the world.

10. To have and to exercise all the rights and powers that are now or may hereafter be granted to a corporation by law.

11. To establish and carry out, alter, or amend such systems, plans, or trusts for providing pensions for employees, officers and directors of the corporation as the Board of Directors may determine and so as to be a business expense of the corporation, with or without contributions from the beneficiaries.

12. To provide, alter, or amend such methods or plans for employees, officers and directors to participate in the profits of the corporation as the Board of Directors may determine, including stock purchase plans with restricted stock options..

The above purpose clauses are not limited by reference to or inference from one another. Each clause is to be construed as a separate statement conferring independent purposes and powers on the corporation.

ARTICLE IV

The county in the State of California where the principal office of business transactions of the corporation is

located is Los Angeles.

ARTICLE V

The numbers of directors of the corporation is three (3).

ARTICLE VI

The names and addresses of the persons who are appointed as the first directors of this corporation are as follows:

JOHN G. LOCKE	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010
ARNOLD ROSENTHAL	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010
D.M. JAMES	3440 Wilshire Boulevard, Ste. 1017 Los Angeles, California 90010

ARTICLE VII

The total number of shares which the corporation is authorized to issue is 2,500 shares. The aggregate par value of said shares is \$25,000.00, and the par value of each share is \$10.00. No distinction shall exist between the shares of the corporation or the holders thereof.

ARTICLE VIII

(a) Each shareholder of the corporation shall be entitled to full pre-emption or preferential rights, as such rights are defined by law, to subscribe for or purchase his proportional part of any shares which may be issued at any time by this corporation.

(b) Before there can be a valid sale or transfer of any of the shares of this corporation by the holders thereof, the holder of the shares to be sold or transferred shall first give notice in writing to the secretary of this corporation of his intention to sell or transfer such shares. Said notice shall specify the number of shares to be sold or transferred, the price per share, and the terms upon which such holder intends to make such sale or transfer. The secretary shall, within five (5) days thereafter, mail or deliver a copy of said notice to each of the other shareholders of record of this corporation. Such notice may be delivered to such shareholders personally or may be mailed to the last known addresses of such shareholders, as the same may appear on the books of this corporation. Within fifteen (15) days after the mailing or delivering of said notices to such shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in said notice shall deliver by mail or otherwise to the secretary of this corporation a written offer or offers, expressed to be acceptable immediately, to purchase a specified number or numbers of such shares at the price and upon the terms stated in said notice, accompanied by the purchase price therefor with authorization to pay such purchase price against delivery of such shares.

If the total number of shares specified in such

offers exceeds the number of shares referred to in said notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in said notice to the secretary, as the number of shares of this corporation, which he holds, bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the secretary.

If all of the shares referred to in said notice to the secretary are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

If one or more of the other shareholders offers to purchase, in the aggregate, within said fifteen (15) day period, less than all of the shares referred to in said notice to the secretary, the shareholder desiring to sell or transfer shall not be obligated to accept any such offer or offers from one or more of the other shareholders and may dispose of all of the shares of stock referred to

in said notice, to any person or persons whomsoever; provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in said notice to the secretary.

Any sale or transfer, or purported sale or transfer, of the shares of said corporation shall be null and void unless the terms, conditions and provisions of this Article VIII (b).

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation and including all of the persons named herein as first directors, have executed these Articles of Incorporation this 20th day of October, 1971.

15/ John G. Locke
John G. Locke

15/ Arnold Rosenthal
Arnold Rosenthal

15/ D.M. James
D.M. James

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

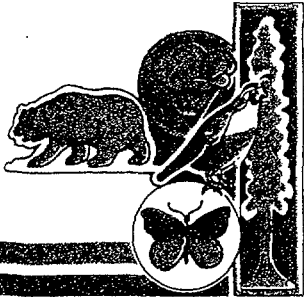
On this 20th day of October, 1971, before me,
MARION L. MARSHALL, a Notary Public in and for the County
of Los Angeles, State of California, residing therein,
duly commissioned and sworn, personally appeared JOHN G.
LOCKE, ARNOLD ROSENTHAL and D.M. JAMES, known to me to
be the persons whose names are subscribed to the forego-
ing Articles of Incorporation of ANGELES CHEMICAL, INC.,
and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.



Marion L. Marshall





State
of
California

SECRETARY OF STATE'S OFFICE

A449142

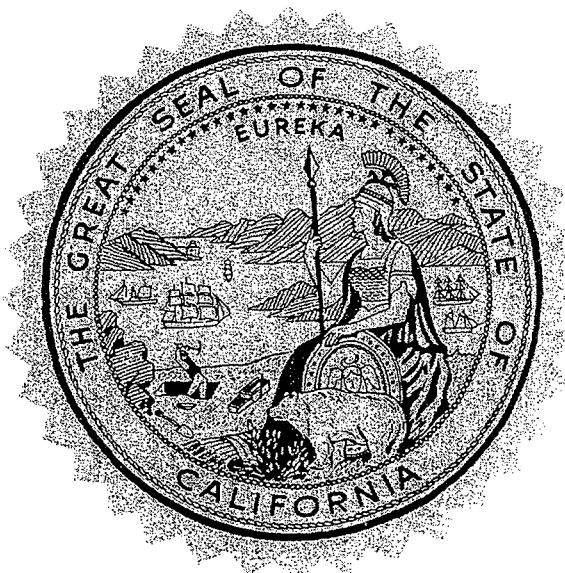
CORPORATION DIVISION

I, *TONY MILLER*, Acting Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 19 1994



Tony Miller
Acting Secretary of State

RESTATED
ARTICLES OF INCORPORATION
OF
ANGELES CHEMICAL CO., INC.

A449142

ENDORSED
FILED

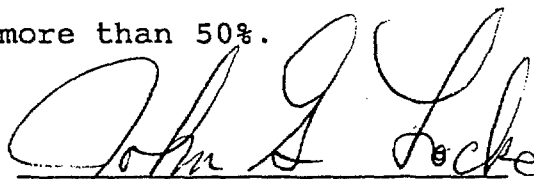
In the office of the Secretary of State
of the State of California

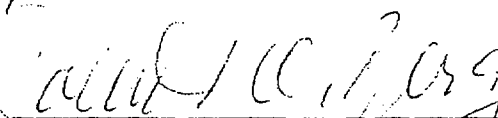
JUL 15 1994

TONY MILLER, Acting Secretary of State

JOHN G. LOCKE and ROBERT O. BERG hereby certify that:

1. They are the President and the Secretary, respectively, of Angeles Chemical Co., Inc., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as set forth in Exhibit A attached hereto and hereby incorporated herein by reference.
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporation Code. The total number of outstanding shares of the corporation is 400. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.



John G. Locke, President


Robert O. Berg, Secretary

The undersigned declare under penalty of perjury under the laws of the state of California that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at Santa Fe Springs, California, on June 1, 1994.


John G. Locke, President


Robert O. Berg, Secretary

ARTICLES OF INCORPORATION
OF
ANGELES CHEMICAL CO., INC.

FIRST: The name of this corporation is Angeles Chemical Co., Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporations Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: This corporation is authorized to issue two classes of shares, Common Class A and Common Class B. The total number of shares which the Corporation is authorized to issue is 1,000,000.00. 500,000 of the shares shall be Common Class A shares and 500,000 of the shares shall be Common Class B shares. The aggregate par value of all of said shares shall be \$10,000,000, and the par value of each of said shares shall be \$10.00. Upon the amendment of these Articles to read as hereinabove set forth, each outstanding share is split up and converted into or reconstituted as 100 Common Class A shares.

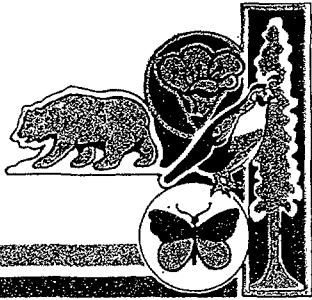
A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

The holder of each issued and outstanding shares of Common Class A stock shall be entitled to one vote for each such Common Class A share. The holders of Common Class B shares shall not be entitled to vote at shareholders' meetings.

FOURTH: This corporation hereby elects to be governed by all of the provisions of the new California General Corporations Law effective January 1, 1987 not otherwise applicable to it under Chapter 23 thereof.

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the furthest extent permissible under California law.

SIXTH: This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUN 12 1984



March Fong Eu

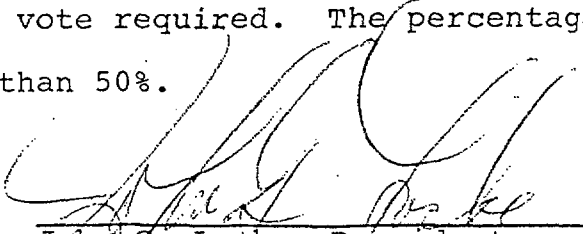
Secretary of State

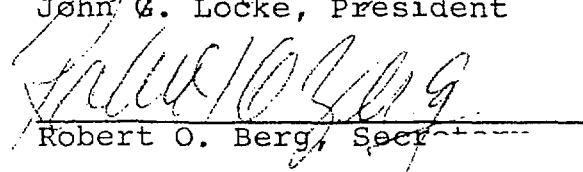
RESTATED
ARTICLES OF INCORPORATION
OF
ANGELES CHEMICAL CO., INC.

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California
JUN 5 1984
MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

JOHN G. LOCKE and ROBERT O. BERG hereby certify that:

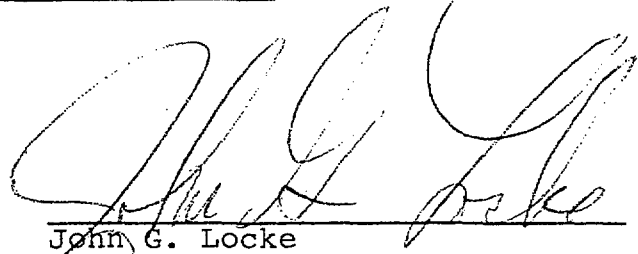
1. They are the President and the Secretary, respectively, of Angeles Chemical Co., Inc., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as set forth in Exhibit A attached hereto and hereby incorporated herein by reference.
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 600. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

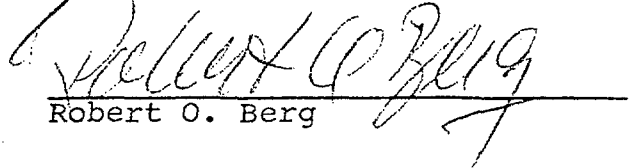

John G. Locke, President


Robert O. Berg, Secretary

AN004708

The undersigned declare under penalty of perjury under the laws of the state of California that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at SANTA FE SPRINGS, California, on APRIL 30, 1984.


John G. Locke


Robert O. Berg

ARTICLES OF INCORPORATION
OF
ANGELES CHEMICAL CO., INC.

FIRST: The name of this corporation is Angeles Chemical Co., Inc.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporations Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: This corporation is authorized to issue two classes of shares: Common Class A and Common Class B. The total number of shares which the Corporation is authorized to issue is 1,000,000. 500,000 of the shares shall be Common Class A shares and 500,000 of the shares shall be Common Class B shares. The aggregate par value of all of said shares shall be \$10,000,000, and the par value of each of said shares shall be \$10.00. Upon the amendment of this article to read as hereinabove set forth, each outstanding share is split up and converted into or reconstituted as 100 Common Class A shares.

A statement of the preferences, privileges and restrictions granted to or imposed upon the respective classes of shares or the holders thereof is as follows:

The holder of each issued and outstanding share of Common Class A stock shall be entitled to one vote for each such Common Class A share. The holders of Common Class B shares shall not be entitled to vote at shareholders' meetings.

FOURTH: This corporation hereby elects to be governed by all of the provisions of the new California General Corporation Law effective January 1, 1977 not otherwise applicable to it under Chapter 23 thereof.

BY LAWS
OF
ANGELES CHEMICAL CO., INC.
A California Corporation

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICES. The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the Board of Directors shall fix and designate a principal business office in the State of California.

Section 2. OTHER OFFICES. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETING OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. The meetings of shareholders shall be held at the principal executive office of the corporation, or at such other place within or without the State of California which is designated either by the Board of Directors pursuant to authority provided herein, or by the written consent of all persons entitled to vote at such meeting, given either before or after the meeting and filed with the secretary of the corporation.

Section 2. ANNUAL MEETING. The annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At each annual meeting the shareholders shall elect directors, shall consider reports of the affairs of the corporation by the officers and directors, and shall transact any other business which is within the power of the shareholders.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the Board of Directors, or by the chairman of the Board, or by the president, or by one or more shareholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If a special meeting is called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Chairman of the Board, the president, any vice-president, or

the secretary of the corporation. The officer receiving the request shall cause notice to be promptly given to the shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) an amendment of the Articles of Incorporation, pursuant to Section 902 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of that Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting of shareholders shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address of that shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the shareholder on written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the secretary, assistant secretary, or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Board of Directors shall set a new record date. Notice of any such adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the Corporations Code of California (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The shareholders' vote may be by voice vote or by ballot; provided, however, that any election for

directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than elections of directors, any shareholder may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares which the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of directors) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by California General Corporation Law or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, no shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of the shareholder's shares) unless the candidates' names have been placed in nomination prior to commencement of the voting and a shareholder has given notice prior to commencement of the voting of the shareholders' intention to cumulate votes. If any shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of votes to which that shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration

of matters not included in the notice of the meeting if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. In the case of election of directors, such a consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of directors; provided, however, that a director may be elected at any time to fill a vacancy on the Board of Directors that has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the secretary shall give prompt notice of the corporate action approved by the shareholders without a meeting. This notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) indemnification of agents of the corporation, pursuant to Section 317 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING AND GIVING CONSENTS. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any such action without a meeting, and in this event only shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be,

notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.

If the Board of Directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of such other action, whichever is later.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the Corporations Code of California.

Section 13. INSPECTORS OF ELECTION. Before any meeting of shareholders, the Board of Directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their

proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine when the polls shall close;

(f) Determine the result; and

(g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors shall be () until changed by a duly adopted amendment to the Articles of Incorporation.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. VACANCIES. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a

quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, or removal of any director, or if the Board of Directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective on giving written notice to the Chairman of the Board, the president, the secretary, or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting.

Section 6. ANNUAL MEETING. Immediately following each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, any desired election of

officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the Board of Directors shall be held without call at such time as shall from time to time be fixed by the Board of Directors. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board or the president or any vice-president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of Section 310 of the Corporations Code of California (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of that Code (as to appointment of committees), and Section 317(e) of that Code (as to indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the

purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement, the lack of notice to that director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. This Section 14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) The approval of any action which, under the General Corporation Law of California, also requires shareholders' approval or approval of the outstanding shares;

(b) The filling of vacancies on the Board of Directors or

in any committee;

(c) The fixing of compensation of the directors for serving on the Board or on any committee;

(d) The amendment or repeal of By-Laws or the adoption of new By-Laws;

(e) The amendment or repeal of any resolution of the Board of Directors which, by its express terms, is not so amendable or repealable;

(f) A distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the Board of Directors; or

(g) The appointment of any other committees of the Board of Directors or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these By-Laws, Section 5 (place of meetings), 7 (regular meetings), 8 (special meetings and notice), 9 (quorum), 10 (waiver of notice), 11 (adjournment), 12 (notice of adjournment), and 13 (action without meeting), with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee; special meetings of committees may also be called by resolution of the Board of Directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary and a chief financial officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen

by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the By-Laws. If there is no president, the Chairman of the Board shall, in addition, be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a vice president designated by the Board of Directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the By-laws, and the president, or the Chairman of the Board.

Section 9. SECRETARY. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by the By-Laws or by law to be given, and he shall keep the seal of the corporation if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors by the By-Laws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws.

For the purposes of providing any reports or executing any certificates or other documents for and on behalf of the corporation which require the signature of the corporation's "treasurer", the chief financial officer shall be deemed to be the treasurer of this corporation, unless the directors have appointed a treasurer.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. AGENTS, PROCEEDINGS AND EXPENSES. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 4 of Section 5(c) of this Article.

Section 2. ACTIONS OTHER THAN BY THE CORPORATION. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. ACTIONS BY THE CORPORATION. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of this corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use

under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this corporation in the performance of that person's duty to this corporation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

Section 4. SUCCESSFUL DEFENSE BY AGENT. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED APPROVAL. Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article, by:

(a) A majority vote of a quorum consisting of directors who are not parties to the proceeding;

(b) Approval by the affirmative vote of a majority of the shares of this corporation entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of holders of a majority of the outstanding shares entitled to vote. For this purpose, the shares owned by the person to be indemnified shall not be considered outstanding or entitled to vote thereon; or

(c) The court in which the proceeding is or was pending, on application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 6. ADVANCE OR EXPENSES. Expenses incurred in defending any proceeding may be advanced by this corporation before the final disposition of the proceeding on receipt of an undertaking by or on

behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. OTHER CONTRACTUAL RIGHTS. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this corporation or any subsidiary hereof may be entitled by contract or otherwise.

Section 8. LIMITATIONS. No indemnification or advance shall be made under this Article, except as provided in Section 4 or Section 5(c), in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles, a resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. Upon and in the event of a determination by the Board of Directors of this corporation to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this section.

Section 10. FIDUCIARIES OF CORPORATE EMPLOYEE BENEFIT PLAN. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the corporation as defined in Section 1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law other than this Article.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the Board of Directors, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders' names and addresses and shareholdings during usual business hours on five days prior written demand on the corporation, and (ii) obtain from the transfer agent of the corporation on written demand and on the tender of such transfer agent's usual charges for such list, a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which that list has been compiled or as of a date specified by the shareholder after the date of demand. This list shall be made available to any such shareholder by the transfer agent on or before the later of five (5) days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section 1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the shareholders and the Board of Directors and any committee or committees of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. The annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall

interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders of the corporation as they consider appropriate.

Section 6. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation makes a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than thirty (30) days before the date of the request, and a balance sheet of the corporation as of the end of that period, the chief financial officer shall cause that statement to be prepared, if not already prepared, and shall deliver personally or mail that statement or statements to the person making the request within thirty (30) days after the receipt of the request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to the shareholder or shareholders within thirty (30) days after the request.

The corporation shall also, on the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared, and a balance sheet as of the end of that period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall

not be more than sixty (60) days before any such action, and in that case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the Board of Directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board of Directors, except as otherwise provided in these By-Laws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of the consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or vice chairman of the board or the president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The Chairman of the Board, the president, or any vice president, or any other person authorized by resolution of the Board of Directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to these officers to vote held by the corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by these officers.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these By-Laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New By-Laws may be adopted or these By-Laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the Articles of Incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders as provided in Section 1 of this Article IX, to adopt, amend, or repeal By-Laws, By-Laws may be adopted, amended, or repealed by the Board of Directors, provided, however, that the Board of Directors may adopt a By-Law or amendment of a By-Law changing the authorized number of directors within the limits specified in the Articles of Incorporation or in Section 2 of Article II of these By-Laws.

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, the duly elected, and acting Secretary of ANGELES CHEMICAL CO., INC. do hereby certify, that the above and foregoing By-Laws were adopted as the By-Laws of said corporation on the 6th day of January 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of January, 1977.

Secretary

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, the duly elected, and acting Secretary of ANGELES CHEMICAL CO., INC. do hereby certify, that the above and foregoing Code of By-Laws was submitted to the shareholders of the corporation on the 8th of January, 1977, and was ratified by the written consent of all of the shareholders of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 8th day of January, 1977.

Secretary

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 27, 2000, by and between Los Angeles Chemical Company, a California corporation (the "Buyer"), and Angeles Chemical Company, Inc., a California corporation (the "Seller"), with reference to the following facts and contentions:

A. WHEREAS, Seller is engaged in the chemical distribution business, primarily selling solvent-based products, in Santa Fe Springs, California; and

B. WHEREAS, Seller desires to sell to Buyer the Purchased Assets, as hereinafter defined, as such assets pertain to the business of Seller; and

C. WHEREAS, Buyer desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained herein, the parties hereto agree as follows:

ARTICLE I SALE AND PURCHASE OF ASSETS

1.1 Assets Being Sold and Purchased. Upon the terms and subject to the conditions of this Agreement, on the Closing Date (as defined in Section 3.1 hereof), Seller shall sell, transfer and deliver, or cause to be sold, transferred and delivered, to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the following assets, as the same shall exist on the Closing Date (hereinafter collectively referred to as the "Purchased Assets"):

- (a) Seller's list of customers as detailed on that certain document titled "Angeles Chemical Co.'s Customer File List, dated October 26, 2000," a copy of which is attached hereto as Exhibit A;
- (b) The "Bortz", "Bortzoil" and all other trade names owned by Seller, except for the name "Angeles Chemical Company", and all brand names and trademarks associated therewith; and
- (c) That certain equipment and machinery used in Seller's business and listed on Exhibit B attached hereto.

1.2 Assets Not Being Sold and Purchased. The Purchased Assets shall not include any assets not expressly set forth herein, including, without limitation:

- (a) All furniture, fixtures, tools, and other tangible assets or property used or held for use in connection with the business of Seller;

(b) All of Seller's inventories of supplies, raw materials, work-in-process and finished goods, wherever located (the "Inventory");

(c) All of Seller's cash and trade receivables;

(d) Any outstanding shares of the capital stock of Seller or shares held as treasury shares; and

(e) All books of account, records, files, invoices, supplier lists and other data associated with, necessary to or used or employed in connection with the business of Seller.

1.3 No Liabilities Being Assumed. The parties hereby acknowledge that Buyer shall not assume, shall not take subject to and shall not be liable for, any liabilities or obligations of any kind or nature, whether absolute, contingent, accrued, known or unknown, of Seller, including, without limitation, the following:

(a) Any of Seller's trade payables;

(b) Any bank debt, line of credit or other indebtedness (whether current or long term) of Seller;

(c) Any liabilities or obligations incurred arising from or out of, or in connection with or as a result of claims made by or against Seller whether before or after the Closing Date;

(d) Any liabilities or obligations incurred, arising from or out of, in connection with or as a result of any alleged or actual defect in any product or in connection with any alleged or actual breach of warranty (whether express or implied) in relation to any product sold by Seller;

(e) Any liabilities or obligations to former or current officers, directors, employees, agents, or independent contractors of Seller;

(f) Any liabilities or obligations of Seller for any federal, state, local or payroll tax; and

(g) Any liabilities or obligations of Seller relating to the storage, spill, disposal, discharge or release of any Hazardous Material (as defined below) in, on or at the real property or ground or surface water on the real property now occupied by Seller at 8915 Sorensen Avenue, Santa Fe Springs, California 90670 or at any other real property now or previously occupied by Seller; and liabilities and obligations that were required to be disclosed to Buyer pursuant to this Agreement and that were not so disclosed. As used herein, the term "Hazardous Material" shall mean any hazardous or toxic substance, material or waste which is regulated by any local, state or federal governmental authority.

ARTICLE II CONSIDERATION

2.1 Purchase Price. The total purchase price to be paid by Buyer to Seller shall be Two Hundred Fifty Thousand Dollars (\$250,000) (the "Purchase Price").

2.2 Payment of Purchase Price and Escrow. On the Closing Date, Buyer shall deposit the total Purchase Price (less any payments made to Seller's suppliers pursuant to Section 4.2 hereof) into an escrow account to be established by the parties with Comerica Bank - California located at 10900 Wilshire Boulevard, Third Floor, Los Angeles, CA 90024, Attention Michelle Loveall (the "Escrow"). The Escrow agreement shall contain the customary terms and conditions normally required by an escrow holder, as well as a provision stating that Seller's bank, Comerica Bank (the "Bank"), shall be solely authorized to receive any funds that are disbursed through Escrow to Seller.

2.3 Allocation of Purchase Price. The consideration for the transfer of the Purchased Assets shall be allocated as follows:

Customer List	\$25,000
Trade Names/Brand Names	\$25,000
Machinery/Equipment	\$200,000

2.4 Taxes. Buyer shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind relating to any period before the Closing Date. However, Buyer agrees to pay all sales and use taxes, if any, arising out of the transfer of the Purchased Assets.

ARTICLE III CLOSING

3.1 Closing Date and Place. The transfer of the Purchased Assets by Seller to Buyer shall take place on October 27, 2000 ("Closing Date"), at 12:00 p.m. at the offices of Buyer at 4545 Ardine Street, South Gate, California 90280, or at such other time and place as mutually agreed to by the parties.

3.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer (a) instruments of transfer for all Purchased Assets; and (b) a bill of sale for all Purchased Assets. Seller, before or after the Closing Date, shall execute, acknowledge, and deliver any further assignments, conveyances, or other assurances, documents, and instruments of transfer as reasonably requested by Buyer, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, any or all property to be conveyed and transferred by this Agreement.

3.3 Buyer's Obligations at Closing. At the Closing, Buyer shall deposit or cause to be deposited into Escrow the Purchase Price.

3.4 Possession. At the Closing, Buyer shall be given exclusive possession of the Purchased Assets.

ARTICLE IV INVENTORY PURCHASES FROM SELLER

4.1 Purchases of Inventory. Buyer agrees to purchase Seller's raw materials and inventories in a finished product state (the "Inventory"). Buyer shall inventory the raw materials on or before October 30, 2000, and shall remit to Bank all net payment proceeds therefor, less \$99,381.12 which represents a prior advance from Buyer to Seller. On or before November 7, 2000, Buyer shall inventory and acquire the balance of Seller's finished goods and shall remit payment therefor directly to the Bank. Buyer shall be charged Seller's cost for all Inventory that Buyer purchases. Terms shall be net thirty (30) days following Buyer's purchase of supplies and raw materials and fifteen (15) days for purchases of finished goods and Buyer shall be required to deposit all payments into a "lockbox" account with Bank identified as account number 1891261016 at P.O. Box 51838, Los Angeles, CA 90051-6138.

4.2 Payments to Suppliers of Seller. In the event Seller lacks the necessary funds to make a payment to one of its suppliers that sells raw materials to Seller allowing it to produce finished product Inventory, Buyer, at its sole discretion, shall have the right to make such payment or to advance the necessary funds to Seller. Any payments made by Buyer shall be offset against money owed by Buyer to Seller for purchases of Inventory. The parties acknowledge that as of the date hereof Buyer has advanced Seller the sum of Ninety Nine Thousand Three Hundred Eighty One Dollars and Twelve Cents (\$99,381.12), and that Buyer shall offset this amount against money owed by Buyer for initial purchases of Inventory from Seller.

4.3 Dead Stock. Buyer shall have the right to return to Seller any Inventory that Buyer purchases from Seller and which Buyer is unable to sell within one hundred eighty (180) days of receiving same.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, which representations and warranties shall be true and correct on the date hereof and through the Closing Date, as follows:

5.1 Organization and Authorization. Seller is and will be a corporation duly organized, validly existing and in good standing under the laws of the State of California with full corporate power and authority to enter into this Agreement and consummate the transaction contemplated herein. All requisite actions by the Board

of Directors and shareholders of Sellers to authorize and approve the transactions contemplated hereby have been duly taken.

5.2 Title to and Condition of Purchased Assets. Seller has good and marketable title to all of the Purchased Assets, which, as of the Closing Date, shall be free and clear of all restrictions on or conditions to transfer or assignment, and free and clear of all mortgages, liens, pledges, encumbrances, claims, charges, covenants, conditions and restrictions of every kind and nature, except for those liens held by the Bank or other parties and listed on Exhibit C attached hereto.

5.3 Absence of Adverse Proceedings and Liabilities. There is no litigation, action or proceeding, legal, administrative, equitable, or arbitration, or otherwise, pending or to Seller's knowledge and belief threatened which would affect Buyer's rights in or title to any of the Purchased Assets. Neither the execution and/or delivery of this Agreement nor the consummation of the transactions contemplated herein violate any order, writ, injunction, judgment, or decree of any federal, state or local court, department, agency or instrumentality or any agreement to which Seller is a party or by which Seller is bound.

5.4 Tax Returns. Within the times and in the manner prescribed by law, Seller has filed all federal, state, and local tax returns required by law and had paid all taxes, assessments, and penalties due and payable. There are no present disputes as to taxes of any nature payable by Seller.

5.5 Insurance Policies. Seller has maintained and now maintains (a) insurance on all of the Purchased Assets of a type customarily insured, covering property damage and loss of income by fire or other casualty, and (b) adequate insurance protection against all liabilities, claims, and risks against which it is customary to insure, including products liability coverage. All such policies are in full force and effect and Seller agrees to give Buyer no less than thirty (30) days' notice prior to canceling any of the policies.

Seller does not presently have any claims pending against any of its insurance policies; however, Seller reserves the right to initiate a claim, for failure to defend and indemnify Seller, in connection with a lawsuit between Seller/Bortz and Onyx Corporation (the "Onyx Litigation"). Notwithstanding any other provision of this Agreement, the parties agree that Seller may use the "Bortz" name as related to the Onyx Litigation and that any proceeds derived therefrom shall belong exclusively to Seller.

5.6 Trade Names, Brand Names and Trademarks. Seller has not infringed, and is not now infringing, on any trade name, brand name, or trademark belonging to any other person, firm or corporation. Seller owns, or holds other rights to use, all trade names, brand names, and trademarks necessary for its business as now conducted, and that use does not conflict with, infringe on, or otherwise violate any rights of others. Except for the Onyx Litigation, Seller

has no notice or knowledge of any claimed conflict with, infringement or violation of the rights of another due to its use of any trade name, brand name, or trademark.

5.7 Compliance with Laws. Except for a notice of violation from the Fire Department concerning the installation of sprinklers, Seller has complied with, and is not in violation of, applicable federal, state, or local statutes, laws, and regulations, including without limitation, any applicable building, zoning, or other law, ordinance or regulation.

5.8 Environmental Matters. Seller has all federal, state and local environmental permits or other governmental approvals or applications required to conduct its business as presently conducted and to own and operate the Purchased Assets.

5.9 Seller's Experience. Seller and its principals have considerable experience in the chemicals business, and Seller warrants that it has had proper advice and consultation prior to entering into this Agreement.

5.10 Material Statements or Omissions. No representations or warranties of Seller contained herein contain an untrue statement of a material fact or omits to state a material fact.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, which representations and warranties shall be true and correct on the date hereof and through the Closing Date, as follows:

6.1 Organization and Authorization. Buyer is and will be a corporation duly organized, validly existing and in good standing under the laws of the State of California with full corporate power and authority to enter into this Agreement and consummate the transaction contemplated herein. All requisite actions by the Board of Directors and shareholders of Buyer to authorize and approve the transactions contemplated hereby have been duly taken.

6.2 Broker Involvement. Buyer has not retained any broker, finder, investment banker or financial advisor in connection with this Agreement or the transactions contemplated herein.

ARTICLE VII SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.1 Except as otherwise provided herein, the representations, warranties, covenants, agreements and indemnifications of Buyer and Seller contained in this Agreement are deemed to be material, to have been relied upon by Buyer and Seller and shall survive the Closing for a period of eighteen (18) months after the Closing Date.

ARTICLE VIII
BUYER'S CONDITIONS TO CLOSING

The performance by Buyer of its obligations hereunder are expressly contingent upon the following conditions being satisfied prior to or at the Closing Date, all of which, being solely for Buyer's benefit, may be waived by Buyer:

8.1 Accuracy of Seller's Representations and Warranties. All of the representations and warranties of Seller set forth herein shall be true and correct as of the Closing Date.

8.2 Performance by Seller. Seller shall have performed all covenants and agreements required hereby to be performed by Seller at or prior to the Closing Date.

8.3 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date. Notwithstanding the foregoing, Buyer is aware of the following three actions: (a) the Onyx Litigation; (b) a claim against Hanover Insurance Company ("Hanover"), an insurer of Seller, by a Mr. James Fox for alleged injuries suffered from a fire allegedly caused by the use of lacquer thinner distributed to Dunn Edwards; and (c) a claim against Hanover by a Ms. Brianna St. Onge for alleged injuries arising from a camping fuel fire/explosion.

8.4 Corporate and Shareholder Approval. The execution and delivery of this Agreement by Seller, and the performance of its covenants and obligations hereunder, shall have been duly authorized by all necessary corporate action and by a vote of shareholders of the Sellers, and Buyer shall have received copies of all resolutions pertaining to such authorizations, certified by the Secretary of Sellers.

ARTICLE IX
SELLER'S CONDITIONS TO CLOSING

The performance by Seller of its obligations hereunder are expressly contingent upon the following conditions being satisfied prior to or at the Closing Date, all of which, being solely for Seller's benefit, may be waived by Seller:

9.1 Accuracy of Buyer's Representations and Warranties. All of the representations and warranties of Buyer set forth herein shall be true and correct as of the Closing Date.

9.2 Performance by Buyer. Buyer shall have performed all covenants and agreements required hereby to be performed by Buyer at or prior to the Closing Date.

9.3 Buyer's Corporate Approval. The Board of Directors and holders of a majority of the outstanding stock of Buyer shall have

duly authorized and approved the execution and delivery of this Agreement and all corporate action necessary to properly fulfill the obligations of Buyer to be performed under this Agreement on or before the Closing Date.

ARTICLE X INDEMNIFICATION

10.1 Seller's Indemnity. Seller shall indemnify, defend and hold harmless Buyer, and its successors and assigns, against and in respect of any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and damages of any kind or nature that Buyer incurs or suffers in connection with (a) the claim of any third party for alleged liabilities arising out of transactions or events concerning the Purchased Assets or the conduct of Seller's business occurring on or before the Closing Date, or (b) the breach by Seller of any representation, warranty or covenant made by Seller herein.

10.2 Buyer's Indemnity. Excepting claims resulting from negligent or willful conduct of Seller, Buyer shall indemnify, defend and hold harmless Seller, and its successors and assigns, against and in respect of any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and damages of any kind or nature that Seller incurs or suffers in connection with (a) the claim of any third party for alleged liabilities arising out of transactions or events concerning the Purchased Assets occurring after the Closing Date, or (b) the breach by Buyer of any representation, warranty or covenant made by Buyer herein.

ARTICLE XI BULK SALES

11.1 Bulk Sales Compliance. The parties hereby waive compliance, to the extent possible, with the Bulk Sales Laws of the State of California.

ARTICLE XII NONCOMPETITION

12.1 Covenant Not To Compete. Seller and John Locke ("Locke") agree that they shall not at anytime within the three (3) year period immediately following the Closing Date, directly or indirectly engage in, or have any interest in any person, firm, corporation or business that is in competition in any manner whatsoever with the business of Buyer as it pertains to the Purchased Assets; provided, however, that Seller and Locke may engage or participate in such business if it is located outside the California counties of Los Angeles, Orange, San Diego, Riverside and San Bernardino.

ARTICLE XIII
CONSULTING AGREEMENT

13.1 Consulting Agreement. In connection with the sale of the Purchased Assets to Buyer, Locke, on behalf of J.W. Locke & Associates, shall execute a Consulting Agreement with Buyer in substantially the form and substance as Exhibit D attached hereto. All consideration paid pursuant to the Consulting Agreement shall be separate and in addition to the price paid for the Purchased Assets.

ARTICLE XIV
MISCELLANEOUS

14.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

14.2 Inurement and Binding Effect. This Agreement shall inure to the benefit of and be binding on the parties hereto, their respective executors, representatives, heirs, successors and assigns.

14.3 Severability. The provisions of this Agreement shall be deemed severable. In the event any of the provisions, or portions thereof, are held to be unenforceable or invalid by any court, the validity and enforcement of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

14.4 Amendments. All amendments or modifications to this Agreement shall be in writing and shall be signed by each of the parties hereto.

14.5 Waiver. No waiver by either party or any failure or refusal by the other party to comply with its obligations herein shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

14.6 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by any arbitrator shall be entered in any court having jurisdiction. The fees and expenses of the arbitrator shall be entirely borne by the losing party.

14.7 Notices. Notices required to be given under this Agreement shall be in writing and shall be given by personal delivery, by mail, facsimile or by telegram. Notice by personal delivery shall be deemed delivered upon handing a copy of the same to the party for whom it is intended. Notice by mail shall be deemed delivered three (3) business days after depositing the same, certified mail, postage prepaid, in the United States mail. Notice by telegram or facsimile shall be deemed delivered upon sending the telegram or facsimile, charges prepaid. All notices given hereunder by mail, telegram or

facsimile shall be delivered to the party concerned to the following addresses:

To Buyer:
Los Angeles Chemical Company
Mr. Jeff C. Miller
4545 Ardine Street
South Gate, CA 90280-1987
Fax: (323) 773-0909

To Seller:
Angeles Chemical Company, Inc.
Mr. John Locke
8915 Sorensen Avenue
Santa Fe Springs, CA 90670
Fax (562) 945-3911

Either of the parties may designate an alternate address by written notice given to the other party in accordance with the terms hereof.


14.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, understandings or negotiations.

14.9 Counterparts. This Agreement and any document required by this Agreement to be executed by both parties may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

By:


David Miller, President

SELLER:

By:

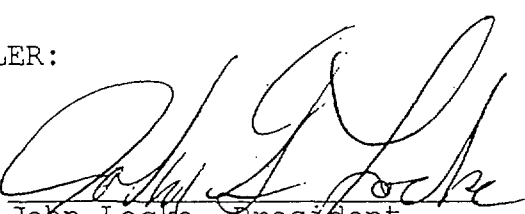

John Locke, President

EXHIBIT B
SCHEDULE OF MACHINERY AND EQUIPMENT

3	Tanks - Advance Pacific 3000 Gallon #A670100, #A670101, and A670102	1	1979 Fruehauf Trailer (40 FT) #FRV106612
1	12 Head Filler - Binner Ellison #5095	1	1979 Fruehauf Trailer (27 FT) #FRV112024
1	Conveyor		
1	Tape Machine Model #RM-32F CAS #072489	1	1982 Beall Tanker Trailer (5 Compartment) #1BN2T4023CP144830
12	Hoses/Fittings		
1	Conveyor	4	Silk Screen Machine - Auto Roll Machine Corp #40019, #36506, #38943, and #34189
1	Air Compressor - Wood Industries #617412	2	Conveyors - California Conveyors Corp.
12	Hoses/Fittings	2	Ovens - Auto Roll Machine Corp
		1	Stitcher (for cartons) #C479XC
3	Pallet Jack (Standard) #R25660		Tank Probes Tank Shutoff Valves
1	Scale for Q.C. - Model #3025 #937199D		
1	Forklift - Komatsu F615H - #160160		
2	Forklift - Clark 223 - 6138MB & GCS20MB		
3	Drum Pickers		
2	Blackmer Pump #57E50-2180 & #LU025844		
1	Single Head Filler Model #A1 (2GAL) #B-5746		
2	Label Machine - Genesis		
	Electric Conveyor		

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October __, 2000, by and between Los Angeles Chemical Company, a California corporation (the "Buyer"), and Angeles Chemical Company, Inc., a California corporation (the "Seller"), with reference to the following facts and contentions:

A. WHEREAS, Seller is engaged in the chemical distribution business, primarily selling solvent-based products, in Santa Fe Springs, California; and

B. WHEREAS, Seller desires to sell to Buyer the Purchased Assets, as hereinafter defined, as such assets pertain to the business of Seller; and

C. WHEREAS, Buyer desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained herein, the parties hereto agree as follows:

**ARTICLE I
SALE AND PURCHASE OF ASSETS**

1.1 Assets Being Sold and Purchased. Upon the terms and subject to the conditions of this Agreement, on the Closing Date (as defined in Section 3.1 hereof), Seller shall sell, transfer and deliver, or cause to be sold, transferred and delivered, to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the following assets, as the same shall exist on the Closing Date (hereinafter collectively referred to as the "Purchased Assets"):

- (a) Seller's list of customers;
- (b) The "Bortz", "Bortzoil" and all other trade names owned by Seller, and all brand names and trademarks associated therewith; and
- (c) That certain equipment and machinery used in Seller's business and listed on Exhibit A attached hereto.

1.2 Assets Not Being Sold and Purchased. The Purchased Assets shall not include any assets not expressly set forth herein, including, without limitation:

(a) All furniture, fixtures, tools, and other tangible assets or property used or held for use in connection with the business of Seller;

(b) All of Seller's inventories of supplies, raw materials, work-in-process and finished goods, wherever located (the "Inventory");

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(c) All of Seller's cash and trade receivables;

(d) Any outstanding shares of the capital stock of Seller or shares held as treasury shares; and

(e) All books of account, records, files, invoices, supplier lists and other data associated with, necessary to or used or employed in connection with the business of Seller.

1.3 No Liabilities Being Assumed. The parties hereby acknowledge that Buyer shall not assume, shall not take subject to and shall not be liable for, any liabilities or obligations of any kind or nature, whether absolute, contingent, accrued, known or unknown, of Seller, including, without limitation, the following:

(a) Any of Seller's trade payables;

(b) Any bank debt, line of credit or other indebtedness (whether current or long term) of Seller;

(c) Any liabilities or obligations incurred arising from or out of, or in connection with or as a result of claims made by or against Seller whether before or after the Closing Date;

(d) Any liabilities or obligations incurred, arising from or out of, in connection with or as a result of any alleged or actual defect in any product or in connection with any alleged or actual breach of warranty (whether express or implied) in relation to any product sold by Seller;

(e) Any liabilities or obligations to former or current officers, directors, employees, agents, or independent contractors of Seller;

(f) Any liabilities or obligations of Seller for any federal, state, local or payroll tax; and

(g) Any liabilities or obligations of Seller relating to the storage, spill, disposal, discharge or release of any Hazardous Material (as defined below) in, on or at the real property or ground or surface water on the real property now occupied by Seller at 8915 Sorensen Avenue, Santa Fe Springs, California 90670 or at any other real property now or previously occupied by Seller; and liabilities and obligations that were required to be disclosed to Buyer pursuant to this Agreement and that were not so disclosed. As used herein, the term "Hazardous Material" shall mean any hazardous or toxic substance, material or waste which is regulated by any local, state or federal governmental authority.

ARTICLE II CONSIDERATION

2.1 Purchase Price. The total purchase price to be paid by

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Buyer to Seller shall be Two Hundred Fifty Thousand Dollars (\$250,000) (the "Purchase Price"). Buyer agrees to use the Purchase Price to appease its creditors.

2.2 Payment of Purchase Price. On the Closing Date, Buyer shall deliver the total Purchase Price (less any payments made to Seller's suppliers pursuant to Section 4.2 hereof) to Seller in same day funds by wire transfer to an account designated by Seller,

2.3 Allocation of Purchase Price. The consideration for the transfer of the Purchased Assets shall be allocated as follows:

Customer List	\$ _____
Trade Names/Brand Names	\$ _____
Machinery/Equipment	\$ _____

2.4 Taxes. Buyer shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind relating to any period before the Closing Date. However, Buyer agrees to pay all sales and use taxes, if any, arising out of the transfer of the Purchased Assets.

ARTICLE III CLOSING

3.1 Closing Date and Place. The transfer of the Purchased Assets by Seller to Buyer shall take place on October __, 2000 ("Closing Date"), at 12:00 p.m. at the offices of Buyer at 4545 Ardine Street, South Gate, California 90260.

3.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer (a) instruments of transfer for all Purchased Assets; and (b) a bill of sale for all Purchased Assets. Seller, before or after the Closing Date, shall execute, acknowledge, and deliver any further assignments, conveyances, or other assurances, documents, and instruments of transfer as reasonably requested by Buyer, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, any or all property to be conveyed and transferred by this Agreement.

3.3 Buyer's Obligations at Closing. At the Closing, Buyer shall deliver or cause to be delivered to Seller the Purchase Price.

3.4 Possession. At the Closing, Buyer shall be given exclusive possession of the Purchased Assets.

ARTICLE IV INVENTORY PURCHASES FROM SELLER

4.1 Purchases of Finished Product Inventory. As and when needed to support Buyer's business of the Purchased Assets, Buyer

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agrees to purchase inventory, in a finished product state ("Finished Product Inventory"), from Seller during the next one hundred eighty (180) days. Buyer shall be charged Seller's cost for all Finished Product Inventory that Buyer purchases. Terms shall be net thirty (30) days following Buyer's sale of the Finished Product Inventory.

4.2 Payments to Suppliers of Seller. In the event Seller lacks the necessary funds to make a payment to one of its suppliers that sells raw materials to Seller allowing it to produce Finished Product Inventory, Buyer, at its sole discretion, shall have the right to make such payment. Any payments made by Buyer shall be offset against money owed by Buyer to Seller for purchases of Finished Product Inventory.

4.3 Dead Stock. Buyer shall have the right to return to Seller any Finished Product Inventory that Buyer purchases from Seller and which Buyer is unable to sell within one hundred eighty (180) days of receiving same.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, which representations and warranties shall be true and correct on the date hereof and through the Closing Date, as follows:

5.1 Organization and Authorization. Seller is and will be a corporation duly organized, validly existing and in good standing under the laws of the State of California with full corporate power and authority to enter into this Agreement and consummate the transaction contemplated herein. All requisite actions by the Board of Directors and shareholders of Sellers to authorize and approve the transactions contemplated hereby have been duly taken.

5.2 Title to and Condition of Purchased Assets. Seller has good and marketable title to all of the Purchased Assets, which, as of the Closing Date, shall be free and clear of all restrictions on or conditions to transfer or assignment, and free and clear of all mortgages, liens, pledges, encumbrances, claims, charges, covenants, conditions and restrictions of every kind and nature, unless otherwise disclosed in this Agreement.

5.3 Absence of Adverse Proceedings and Liabilities. There is no litigation, action or proceeding, legal, administrative, equitable, or arbitration, or otherwise, pending or to Seller's knowledge and belief threatened which would affect Buyer's rights in or title to any of the Purchased Assets. Neither the execution and/or delivery of this Agreement nor the consummation of the transactions contemplated herein violate any order, writ, injunction, judgment, or decree of any federal, state or local court, department, agency or instrumentality or any agreement to which Seller is a party or by which Seller is bound.

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5.4 Tax Returns. Within the times and in the manner prescribed by law, Seller has filed all federal, state, and local tax returns required by law and had paid all taxes, assessments, and penalties due and payable. There are no present disputes as to taxes of any nature payable by Seller.

5.5 Insurance Policies. Exhibit B to this Agreement contains a description of all insurance policies held by Seller concerning its business. Seller has maintained and now maintains (a) insurance on all of the Purchased Assets of a type customarily insured, covering property damage and loss of income by fire or other casualty, and (b) adequate insurance protection against all liabilities, claims, and risks against which it is customary to insure, including products liability coverage and onsite pollution coverage. All such policies are in full force and effect and Seller agrees to give Buyer no less than thirty (30) days' notice prior to canceling any of the policies. A description of all pending claims, if any, against any insurance policy of Seller is contained in Exhibit B.

5.6 Trade Names, Brand Names and Trademarks. Seller has not infringed, and is not now infringing, on any trade name, brand name, or trademark belonging to any other person, firm or corporation. Seller owns, or holds other rights to use, all trade names, brand names, and trademarks necessary for its business as now conducted, and that use does not conflict with, infringe on, or otherwise violate any rights of others. Seller has no notice or knowledge of any claimed conflict with, infringement or violation of the rights of another due to its use of any trade name, brand name, or trademark.

5.7 Compliance with Laws. Seller has complied with, and is not in violation of, applicable federal, state, or local statutes, laws, and regulations, including without limitation, any applicable building, zoning, or other law, ordinance or regulation.

5.8 Environmental Matters. Seller has all federal, state and local environmental permits or other governmental approvals required to conduct its business as presently conducted and to own and operate the Purchased Assets.

5.9 Seller's Experience. Seller and its principals have considerable experience in the chemicals business, and Seller warrants that it has had proper advice and consultation prior to entering into this Agreement.

5.10 Material Statements or Omissions. No representations or warranty of Seller contained herein contain an untrue statement of a material fact or omits to state a material fact.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, which representations and warranties shall be true and correct on the date hereof and

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through the Closing Date, as follows:

6.1 Organization and Authorization. Buyer is and will be a corporation duly organized, validly existing and in good standing under the laws of the State of California with full corporate power and authority to enter into this Agreement and consummate the transaction contemplated herein. All requisite actions by the Board of Directors and shareholders of Buyer to authorize and approve the transactions contemplated hereby have been duly taken.

6.2 Broker Involvement. Buyer has not retained any broker, finder, investment banker or financial advisor in connection with this Agreement or the transactions contemplated herein.

ARTICLE VII SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7.1 Except as otherwise provided herein, the representations, warranties, covenants, agreements and indemnifications of Buyer and Seller contained in this Agreement are deemed to be material, to have been relied upon by Buyer and Seller and shall survive the Closing for a period of eighteen (18) months after the Closing Date.

ARTICLE VIII BUYER'S CONDITIONS TO CLOSING

The performance by Buyer of its obligations hereunder are expressly contingent upon the following conditions being satisfied prior to or at the Closing Date, all of which, being solely for Buyer's benefit, may be waived by Buyer:

8.1 Accuracy of Seller's Representations and Warranties. All of the representations and warranties of Seller set forth herein shall be true and correct as of the Closing Date.

8.2 Performance by Seller. Seller shall have performed all covenants and agreements required hereby to be performed by Seller at or prior to the Closing Date.

8.3 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date.

8.4 Corporate and Shareholder Approval. The execution and delivery of this Agreement by Seller, and the performance of its covenants and obligations hereunder, shall have been duly authorized by all necessary corporate action and by a vote of shareholders of the Sellers, and Buyer shall have received copies of all resolutions pertaining to such authorizations, certified by the Secretary of Sellers.

**ARTICLE IX
SELLER'S CONDITIONS TO CLOSING**

The performance by Seller of its obligations hereunder are expressly contingent upon the following conditions being satisfied prior to or at the Closing Date, all of which, being solely for Seller's benefit, may be waived by Seller:

9.1 Accuracy of Buyer's Representations and Warranties. All of the representations and warranties of Buyer set forth herein shall be true and correct as of the Closing Date.

9.2 Performance by Buyer. Buyer shall have performed all covenants and agreements required hereby to be performed by Buyer at or prior to the Closing Date.

9.3 Buyer's Corporate Approval. The Board of Directors and holders of a majority of the outstanding stock of Buyer shall have duly authorized and approved the execution and delivery of this Agreement and all corporate action necessary to properly fulfill the obligations of Buyer to be performed under this Agreement on or before the Closing Date.

**ARTICLE X
INDEMNIFICATION**

10.1 Seller's Indemnity. Seller shall indemnify, defend and hold harmless Buyer, and its successors and assigns, against and in respect of any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and damages of any kind or nature that Buyer incurs or suffers in connection with (a) the claim of any third party for alleged liabilities arising out of transactions or events concerning the Purchased Assets or the conduct of Seller's business occurring on or before the Closing Date, or (b) the breach by Seller of any representation, warranty or covenant made by Seller herein.

10.2 Buyer's Indemnity. Excepting claims resulting from negligent or willful conduct of Seller, Buyer shall indemnify, defend and hold harmless Seller, and its successors and assigns, against and in respect of any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and damages of any kind or nature that Seller incurs or suffers in connection with (a) the claim of any third party for alleged liabilities arising out of transactions or events concerning the Purchased Assets occurring after the Closing Date, or (b) the breach by Buyer of any representation, warranty or covenant made by Buyer herein.

Standard Industrial Lease

1. Parties. This Lease, dated, for reference purposes only, June 1, 1975, is made by and between John G. Locke and Janyce B. Locke, Robert O. Berg and Donna M. Berg, a
Arnold Rosenthal and
Earl Rosenthal (herein called "Lessor") and Angeles Chemical Co. Inc. a California
corporation

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Los Angeles State of California, commonly known as unimproved real Property consisting of approximately 1.8 acres on the west side of Sorenson Ave. Santa Fe Springs and described as

Parcel 2 in the City of Santa Fe Springs, County of Los Angeles,
State of California, as shown on a parcel map No. 1646 filed in
Book No. 27, Page 2 of Parcel of Maps in the Office of the Los
Angeles Recorder

Said real property including the land and all improvements thereon, is herein called "the Premises".

3. Term.

3.1 Term. The term of this Lease shall be for ten (10) years
commencing on June 1, 1975 and ending on May 31, 1985
unless sooner terminated pursuant to any provision hereof.

3.2 **Delay in Commencement.** Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rates set forth below.

4. Rent: Net Lease.

4.1 Rent. Lessee shall pay to Lessor as rent for the Premises One Hundred Forty-four Thousand ----- dollars (\$ 144,000.00), payable in equal monthly installments of \$ 1,200.00 in advance, on the first day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof \$ 1,200.00 as rent for the month of June, 1975. Additional rent shall be paid for cost of living increases as further provided herein in paragraph No. 17.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

4.2 **Additional Rent.** This Lease is what is commonly called a "net lease", it being understood that Lessor shall receive the rent set forth in Paragraph 4.1 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent reserved by Paragraph 4.1, Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the term hereof. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Lessee to pay any of such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Lessee, and that Lessee shall in no event be entitled to any abatement of or reduction in rent payable hereunder, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof \$ 00000 as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum which Lessor may become obligated to pay hereunder, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or a portion of said deposit, Lessor shall give Lessee written notice within (10) days after Lessor's demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises.

6. Use.

6.1 Use. The Premises shall be used and occupied only for Distribution Center for sale of petroleum solvents, petroleum products and chemicals.

6.2 Compliance with Law. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.3 Condition of Premises. Lessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business.

77. Maintenance, Repairs and Alterations.

7.1 **Lessee's Obligations.** Lessee shall during the term of this Lease keep in good order, condition and repair, the Premises and every part thereof, structural or non-structural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Lessor shall incur no expense nor have any obligation of any kind whatsoever in connection with maintenance of the Premises, and Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition and repair.

[illegible]

7.3 Lessor's Rights. If Lessee fails to perform Lessee's obligations under this Paragraph 7, Lessor may at its option (but shall not be required to) enter upon the Premises, after ten (10) days' prior written notice to Lessee, and put the same in good order, condition and repair, and the cost thereof (together with interest thereon at the rate of 10% per annum shall become due and payable as additional rental to Lessor together with Lessee's next rental installment).

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7.4 Alterations and Additions.

(a) Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, additions, or utility installations on, on or about the Premises, except for non-structural alterations not exceeding \$1,000 in cost. As used in this Paragraph 7.4, the term "utility installations" shall include bus ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring. As a condition to giving such consent, Lessor may require that Lessee agree to remove any such alterations, improvements, additions or utility installations at the expiration of the term, and to restore the Premises to their prior condition. As a further condition to giving such consent, Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Lessor against any liability for mechanics' and materialmen's liens and to insure completion of the work. (SEE PARA. 18 BELOW).

(b) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessor shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

(c) Unless Lessor requires their removal, as set forth in Paragraph 7.4(a), all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Lessee), which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph 7.4(c), Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 7.2.

8. Insurance; Indemnity.

8.1 Insuring Party. As used in this Paragraph 8, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party in this case shall be designated in paragraph 16.2. Whether the insuring party is the Lessor or the Lessee, Lessee shall, as additional rent for the Premises, pay the cost of all insurance required hereunder. If Lessor is the insuring party Lessee shall, within ten (10) days following demand by Lessor, reimburse Lessor for the cost of the insurance so obtained.

8.2 Liability Insurance. The insuring party shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$300,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$600,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least \$50,000. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. In the event that the Premises constitute a part of a larger property said insurance shall have a Lessor's Protective Liability endorsement attached thereto. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee.

8.3 Property Insurance. The insuring party shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Said insurance shall provide for payment for loss thereunder to Lessor or to the holder of a first mortgage or deed of trust on the Premises. If the insuring party shall fail to procure and maintain said insurance the other party may, but shall not be required to, procure and maintain the same, but at the expense of Lessee.

8.4 Insurance Policies. Insurance required hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancellable or subject to reduction of coverage or other modification except after 10 days prior written notice to Lessor. If Lessee is the insuring party, Lessee shall, within 10 days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.3. If Lessee does or permits to be done anything which shall increase the cost of the insurance policies referred to in Paragraph 8.3, then Lessee shall forthwith upon Lessor's demand reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase in the cost of insurance. If Lessor is the insuring party, and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

8.5 Waiver of Subrogation. Lessee and Lessor each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.6 Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to Lessee's injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

8.7 Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

9. Damage or Destruction; Obligation to Rebuild. In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under Paragraph 8, then Lessee shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. There shall be no abatement of rent or of any other obligation of Lessee hereunder by reason of such damage or destruction. The proceeds of any insurance maintained under Paragraph 8.3 shall be made available to Lessee for payment of the cost and expense of the repair; provided, however, that such proceeds may be made available to Lessee subject to reasonable conditions including, but not limited to, architect's certification of costs and retention of a percentage of such proceeds pending final notice of completion. In the event that such proceeds are not made available to Lessee within ninety (90) days after such damage or destruction, Lessee shall have the option for 30 days, commencing on the expiration of such 90-day period, of cancelling this Lease. If Lessee shall exercise such option, Lessee shall have no further obligation hereunder and shall have no further claim against Lessor; provided, however, that Lessor shall return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor. Lessee shall exercise such option by written notice to Lessor within said 30-day period. Lessor may require that Lessee provide, at Lessee's sole cost and expense, a lien and completion bond to insure against mechanics' or materialmen's liens arising out of the repair, and to insure completion of the repair. In the event that the insurance proceeds are insufficient to cover the cost of the repair, then any amount in excess thereof required to complete the repair shall be paid by Lessee.

10. Real Property Taxes.

10.1 Payment of Taxes. Lessee shall pay all real property taxes applicable to the Premises during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. Lessee shall promptly furnish Lessor with satisfactory evidence that such taxes have been paid. If any such taxes paid by Lessee shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Lessor shall reimburse Lessee to the extent required. If Lessee shall fail to pay any such taxes, Lessor shall have the right to pay the same, in which case Lessee shall repay such amount to Lessor with Lessee's next rent installment together with interest at the rate of 10% per annum.

10.2 Definition of "Real Property" Tax. As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income herefrom, or as against Lessor's business of leasing the Premises.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.4 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

11. Utilities. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any charges thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

12. Assignment and Subletting.

12.1 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or sublet.

12.3 **Attorney's Fees.** In the event that Lessor shall consent to a sublease or assignment under Paragraph 12.1, Lessee shall pay Lessor's reasonable attorneys' fees not to exceed \$100 incurred in connection with giving such consent.

13. Defaults; Remedies.

13.1 **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises by Lessee.
(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice hereof from Lessor to Lessee, provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt; or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

13.2 **Remedies.** In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of the leasing commission paid by Lessor pursuant to Article 15 applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 10% per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (i) retaking possession of the Premises and recovering from Lessee the amount specified in this Paragraph 13.2(a), or (ii) proceeding under Paragraph 13.2(b).

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of California.

13.3 **Default by Lessor.** Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to 10% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 25% of the land area of the Premises which is not occupied by any improvements, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing only within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the building situated on the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

15. **Assignment and Subletting.** Lessee shall not assign, sublease, or otherwise dispose of all or any part of the Premises or of Lessee's interest in this Lease without the prior written consent of Lessor, which consent shall be given by Lessor in its sole discretion. Any assignment or subletting made by Lessee without the prior written consent of Lessor shall be null and void. Lessor's consent shall not be unreasonably withheld. Lessee shall be deemed to have assumed Lessor's obligations under this Paragraph 15.1 in the event of any such assignment or subletting.

16. General Provisions.

16.1 Estoppel Certificate.

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance or refinance the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

16.2 **Lessor's Liability.** The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and except as expressly provided in Paragraph 15, in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

16.3 **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.4 **Interest on Past-due Obligations.** Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at 10% per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

16.5 **Time of Essence.** Time is of the essence.

16.6 **Captions.** Article and paragraph captions are not a part hereof.

16.7 **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

16.8 **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor and Lessee respectively at the addresses set forth after their signatures at the end of this Lease.

16.9 **Waivers.** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

16.10 Recording. Lessee shall not record this Lease without Lessor's prior written consent. Such recordation shall, at the option of Lessor, constitute a non-curable default of Lessee here. Either party shall, upon request of the other, execute a "short form" memorandum of this Lease for recording purposes.

16.11 Holding Over. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

16.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.13 Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

16.14 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 16.2, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

16.15 Subordination.

(a) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

16.16 Attorney's Fees. If either party or the broker named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court. The provisions of this paragraph shall inure to the benefit of the broker named herein who seeks to enforce a right hereunder.

16.17 Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable. Lessor may at any time place on or about the Premises any ordinary "For Sale" signs and Lessor may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

16.18 Signs and Auctions. Lessee shall not place any sign upon the Premises or conduct any auction thereon without Lessor's prior written consent.

16.19 Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

16.20 Corporate Authority. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation, Lessee shall, within ten (10) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing the execution and delivery of this Lease, together with a copy of the Bylaws of said corporation.

16.21 Insuring Party. The insuring party under this lease shall be the _____.

See attached page for additional terms

~~Executed at _____~~
~~By _____~~
~~Address _____~~
~~By _____~~
~~Executed at _____~~
~~By _____~~
~~Address _____~~
~~By _____~~

"LESSOR"

"LESSEE"

AC04864

CONTINUATION OF LEASE DATED JUNE 1, 1975
BETWEEN LOCKE, BERG AND ROSENTHAL and
ANGELES CHEMICAL CO. INC.

17:00 Inflation Rent Adjustment - Consumer
Price Index.

17.01 On June 1, 1976, and at the beginning of each ensuing year of this lease dated June 1, 1975, and for the twelve monthly payments beginning with the 1st of June and which shall be due for such ensuing year of the lease, the lessee shall pay the monthly rent of \$1200.00 per month plus an additional sum to compensate for inflation (if any) as determined in accordance with the provisions of paragraph 17.02 as hereinbelow set forth.

17.02 (1) The lessor shall, as promptly as practicable after the end of the first year of this lease and at the end of each succeeding year of this lease (June 1, 1976, 1977, etc.etc.) compute the increase, if any, in the cost of living since the making of this lease. Such computation shall be based on the Los Angeles - Long Beach Metropolitan Area - All Items Consumer Price Index (the base year of which is 1967 = 100) (hereinafter called the "index") published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) The index number indicated for the month of May, 1975, (May, 1975 = 156.9) shall be the "base index number" and the corresponding index number for the month of May, 1976, and each succeeding year (May 1977, 1978, etc.) shall be the "current index number".

(3) The current index number shall be divided by the base index number and from the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the cost of living.

(4) The percentage of increase multiplied by \$1200.00 shall be the increase required to be determined by paragraph 17.01 hereinabove.

(5) The lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give the lessee notice of any increase so determined, and the lessor's computation thereof shall be conclusive and binding however shall not preclude any adjustments which may be required in the event of a published amendment of the index figures upon which the computation is based, unless the lessee shall, within sixty days of the giving of such notice, notify the lessor of any claimed error therein. Any dispute between the parties about such computation shall be determined by arbitration.

(6) The rent as so determined (which shall not be less than \$1200.00 and which shall be the aggregate of \$1200.00 and the "increase" calculated in accordance with sub-paragraphs (1) to (4) of this paragraph 17.02) shall be due and payable to the lessor for one full year of the ensuing year of the lease, excluding only the year following the end of the lease, but to include the years falling within any extension of this lease brought about by the exercise of lessee's option to renew the lease as herein provided.

page 2 of the
CONTINUATION OF LEASE

(7) In the event the publication of the index shall be discontinued, the parties shall accept comparable statistics on the cost of living for the City of Los Angeles - Long Beach Metropolitan Area, as they may be computed and published by an agency of the United States or a responsible financial periodical or recognized authority then to be selected by the parties hereto, or if the parties cannot agree upon a selection by arbitration. In the event of (1) use of comparable statistics in place of the consumer's price index as above-mentioned, or (2) publication of the index figures at other than monthly intervals, there shall be made in the method of computation herein provided for such revisions as the circumstances may require to carry out the intent of this article, and any dispute between the parties as to the making of such adjustment shall be determined by arbitration.

18.00 Improvements to be constructed.

(a) Lessee shall cause improvements to be constructed on the unimproved real property which is the subject of the lease and lessee may further construct or install any type of industrial facilities on the land. Such improvements shall be made in conformance with architectural plans and specifications supplied by lessee, a copy of which shall be furnished to lessor on request.

(b) Unless lessor requires their removal, as set forth hereinbelow, all alterations, improvements, additions and utility installations, which may be made on the premises shall become the property of lessor and remain upon and be surrendered at the expiration of a term.

(c) Lessor, at his election, at the expiration of the lease, may require that lessee remove any such improvements, additions, or utility installations and to restore the land to its prior condition. In the event lessor requires the removal of the aforesaid improvement, additions, and/or utility installations, lessee shall return and surrender the land and/or premises to lessor in the same condition as when received, which return shall include the patching and filling of holes.

19.00 Lessee's option to renew lease.

Lessor grants lessee an option to renew this lease for a period of five years after the expiration of its original term, on the same terms as this lease. In the event that lessee exercises its option the monthly rental to be paid shall be determined in accordance with the provisions contained in paragraphs 17.00 through completion of 17.02. Lessee shall give lessor written notice of its intention to renew at least 60 days prior to the expiration of this lease.

The parties hereto have executed this lease at the place and on the dates specified immediately adjacent to their respective

page 3 of the
CONTINUATION OF LEASE

signatures.

Executed at Los Angeles, California on June 1, 1975.

LESSORS:

John G. Locke

Janyce B. Locke

Robert O. Berg

Donna M. Berg

Arnold Rosenthal

Pearl Rosenthal

LESSEE:

ANGELES CHEMICAL CO. INC.,
a California corporation

By _____
John G. Locke, President

MIHALY, SCHUYLER & MITCHELL

ROB R. SCHUYLER*
ZOLTAN M. MIHALY*
J. H. MITCHELL, JR.*

STEPHEN A. MIHALY

*MEMBER OF A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
1801 CENTURY PARK EAST, SUITE 1201
CENTURY CITY
LOS ANGELES, CALIFORNIA 90067

TELEPHONES
(213) 879-5600
(310) 556-3500
FAX: (310) 284-7982

September 29, 1994

Mr. John G. Locke
President
ANGELES CHEMICAL CO., INC.
8915 Sorenson Avenue
Santa Fe Springs, CA 90670

Re: Purchase of Land/Documents

Dear John,

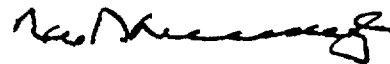
As a follow-up to our telephone conversation, enclosed are documents as follows:

- ✓ 1. The original of the promissory notes which are made by Angeles to the three landowners. The original of each note should be given to the appropriate party, Mr. and Mrs. Rosenthal, Norman M. Spieler, Trustee, and in so far as yours is concerned, kept by you (Mr. and Mrs. Locke).
- ✓ 2. Copies of the Deeds of Trust which accompany each of the Promissory Notes. The signed Deeds of Trust were sent for recording and the original recorded copy will be sent to Angeles by the Los Angeles County Recorder.

When the recorded copies of the Deeds of Trust have been received from the Los Angeles County Recorder, those should be given to each respective party. It may be another four-five weeks approximately for them to be sent to Angeles. The notary seal was one that was not legible, which is normally required and that caused certain delays. For my files, please let me know when the documents have been received.

- ✓ 3. The Quit Claim Deeds were sent for recording and are shown to have been recorded on July 4, 1994. Copies were sent to you with my letter of August 3, 1994. The originals should already have been received by Angeles. If you have not received them, please let me know. For reasons of convenience, I enclose copies of those Quit Claim Deeds.

Sincerely,



ROB R. SCHUYLER

RRS/lil
encs.
ANGELES\L-092994.LOC

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

\$216,000.00

Santa Fe Springs, California
October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to John G. Locke and Janyce B. Locke, husband and wife, as community property at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by one of the three Deeds of Trust, of even date herewith, and all of which have equal priority, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, John G. Locke and Janyce B. Locke as to an undivided one third (1/3) interest; and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC.

By: _____

John G. Locke,
President

By: _____

Robert O. Berg
Secretary

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

\$216,000.00

Santa Fe Springs, California
October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to Arnold Rosenthal and Pearl Rosenthal, as Trustees of the Rosenthal Family Trust dated June 3, 1989, at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by one of three Deeds of Trust, of even date herewith, and all of which have equal priority, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, Arnold Rosenthal and Pearl Rosenthal, as to an undivided one third (1/3) interest, and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC.

By: 

John G. Locke,
President

By: 

Robert O. Berg
Secretary

**NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)**

\$216,000.00

Santa Fe Springs, California
October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to Norman M. Spieler, as Trustee of the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest, and the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest, at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by one of the three Deeds of Trust, of even date herewith, all of which have equal priority, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, Norman M. Spieler, Trustee for the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided one sixth (1/6th) interest, and Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided one sixth (1/6th) interest, and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC.

By: 

John G. Locke,
President

By: 

Robert O. Berg
Secretary

RECORDING REQUESTED BY

94-1348624

JUL 14 1994

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Angeles Chemical Co., Inc.

Street Address 8915 Sorensen Avenue

City & State Santa Fe Springs, CA 90670

Zip

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

8168-012-011

CTC 1-103 (8-93)

Quitclaim Deed

COPY

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ 237.60

☐ unincorporated area ☐ City of Santa Fe Springs

Parcel No. 1646

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Norman M. Spieler, as Trustee of the Robert O. Berg, Jr. 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest; and Norman M. Spieler, as Trustee of the Cynthia Pacheco 1993 BETA Trust dated September 28, 1993, as to an undivided 1/6 interest.

Angeles Chemical Co., Inc.,
a California corporation

the following described real property in the City of Santa Fe Springs
county of Los Angeles state of California:

(See attached description)

Dated October 1, 1993

STATE OF CALIFORNIA

COUNTY OF Los Angeles } S.S.

On April 4, 1994 before me,

Robert K. [Signature]
a Notary Public in and for said County and State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

[Signature]

Norman M. Spieler, Trustee of the

Robert O. Berg, Jr. 1993 BETA Trust

and of the Cynthia Pacheco 1993

BETA Trust dated September 28, 1993.

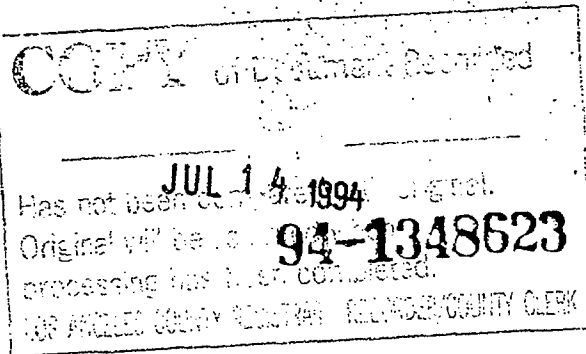
(This area for official notarial seal)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Angeles Chemical Co., Inc.
Street Address 8915 Sorensen Avenue
City & State Santa Fe Springs, CA 90670
Zip

Title Order No. _____ Escrow No. _____



SPACE ABOVE THIS LINE FOR RECORDER'S USE

8168-012-010
CTC 1-103 (8-93)

Quitclaim Deed

COPY

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ 237.60

☐ _____ unincorporated area ☐ City of Santa Fe Springs

Parcel No. 1646

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Arnold Rosenthal and Pearl Rosenthal, as Trustees of the Rosenthal Family Trust dated June 3, 1989, as to an undivided 1/3 interest.

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Angeles Chemical Co., Inc., a California corporation.

the following described real property in the City of Santa Fe Springs
county of Los Angeles, state of California:

(See attached description)

Dated October 1, 1993

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S.S.

On March 21, 1994 before me,

George E. Hunt

a Notary Public in and for said County and State, personally appeared Arnold Rosenthal and Pearl Rosenthal, Trustees of the Rosenthal Family Trust dated June 3, 1989,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

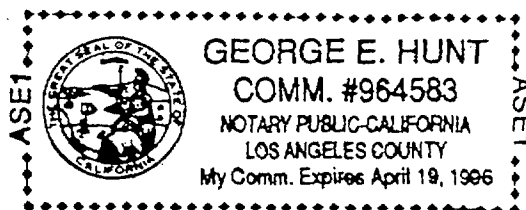
George E. Hunt

Arnold Rosenthal

Arnold Rosenthal, Trustee

Pearl Rosenthal

Pearl Rosenthal, Trustee



(This area for official notarial seal)

RECORDING REQUESTED BY

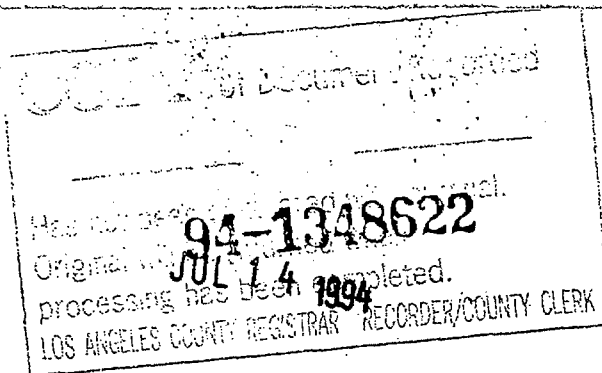
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Angeles Chemical Co., Inc.
Street 8915 Sorensen Avenue
Address
City & State Santa Fe Springs, CA 90670
Zip

Title Order No. _____ Escrow No. _____

8168-012-009

CTC 1-103 (8-93)



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

COPY

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ 237.60

☐ _____ unincorporated area ☐ City of Santa Fe Springs

Parcel No. 1646

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John G. Locke and Janyce B. Locke, husband and wife, as to an undivided 1/3 interest.

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Angeles Chemical Co., Inc., a California corporation.

the following described real property in the City of Santa Fe Springs
county of Los Angeles state of California:

(See attached description)

Dated October 1, 1993

STATE OF CALIFORNIA }
COUNTY OF MONO } S.S.

On MARCH 28, 1994 before me,

JAMES D. CORE

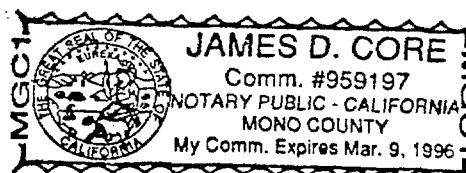
a Notary Public in and for said County and State, personally appeared
John G. Locke and Janyce B. Locke

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature James D. Core

John G. Locke
John G. Locke
Janyce B. Locke
Janyce B. Locke



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

MIHALY, SCHUYLER & MITCHELL

ROB R. SCHUYLER*
ZOLTAN M. MIHALY*
J. H. MITCHELL, JR.*

STEPHEN A. MIHALY

*MEMBER OF A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1801 CENTURY PARK EAST, SUITE 1201

CENTURY CITY

LOS ANGELES, CALIFORNIA 90067

TELEPHONES

(213) 879-5600

(310) 556-3500

FAX: (310) 284-7982

March 16, 1994

Mr. John G. Locke
President
ANGELES CHEMICAL COMPANY, INC.
P.O. Box 2163
Santa Fe Springs, California 90670

Re: Quitclaim Deeds
Sorensen Avenue Property

Dear John:

After a lengthy delay, Chicago Title Insurance Company finally has sent to me their "Condition of Title Report." For your information and records, a copy of that is enclosed.

It seems that this delay stems from the fact that there is a problem at the County Recorder's Office, with the way that the property is taxed. The Title Officer, Dave Balassi, told me that the Property is taxed based on a different configuration than what is shown on the Title Company records. This explains the reference on Exhibit B, item No.1, to Vincent G. Dreesman et al.

To seek to avoid any problems, I have redone the deeds transferring the Property to Angeles and accordingly, the deeds have been prepared and are being sent for signature, return and subsequent recording.

Sincerely,



Rob R. Schuyler

Encl.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Angeles Chemical Co., Inc.

Street Address 8915 Sorensen Avenue

City & State Santa Fe Springs, CA 90670
Zip

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CTC 1-103 (8-93)

Quitclaim Deed

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ _____

☐ _____ unincorporated area ☐ City of _____

Parcel No. _____

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
John G. Locke and Janyce B. Locke, husband and wife, as to an undivided
1/3 interest.

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Angeles Chemical Co., Inc., a California corporation.

the following described real property in the City of Santa Fe Springs
county of Los Angeles, state of California:

(See attached description)

Dated October 1, 1993

STATE OF CALIFORNIA

COUNTY OF _____ } S.S.

On _____ before me,

a Notary Public in and for said County and State, personally appeared
John G. Locke and Janyce B. Locke

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(This area for official notarial seal)

John G. Locke

Janyce B. Locke

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

CONDITION OF TITLE REPORT

CHICAGO TITLE INSURANCE COMPANY,

a Missouri corporation, herein called the Company, SUBJECT TO THE TERMS,
LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS CONDITION OF
TITLE REPORT, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO

AND MADE A PART HEREOF

REPORTS

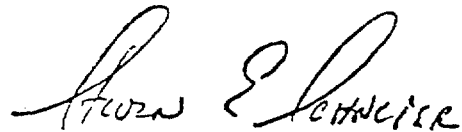
To the party named in Schedule A, that as disclosed by the Title Instruments,
the ownership of and the defects, liens and encumbrances against the Interest
in the land are as shown in Schedule B.

Any claim or other notice to the Company shall be in writing and shall
be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
P.O. Box 2233
Los Angeles, CA 90051

THIS REPORT IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER
UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, IS ATTACHED HERETO.

Issued by:



Authorized Signatory

CONDITION OF TITLE REPORT

SCHEDULE A

DATE OF REPORT: JANUARY 6, 1994

ORDER NUMBER. 009400443 - 12

LIABILITY: \$ 5,000.00

FEE: \$ 500.00

1. Name of Party:
MIHALY, SCHUYLER & MITCHELL

2. The Interest referred to in the Application is:
A FEE

3. The Land referred to in the Application is described as follows:
PARCEL 2 IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN AS A PARCEL MAP NO. 1646 FILED IN BOOK 27 PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS EXCEPTED BY SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, A TEXAS CORPORATION IN DEED RECORDED JUNE 3, 1975 AS INSTRUMENT NO. 439.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND THE MINERALS, IN UNDER, AND THAT MAY BE PRODUCED FROM SAID LAND FOR A PERIOD OF 10 YEARS FROM DATE HEREOF, OR FOR SO LONG THEREAFTER AS ANY OIL, GAS, MINERALS, OR OTHER HYDROCARBON SUBSTANCES ARE BEING PRODUCED FROM SAID LAND OR FROM ANY COMMUNITY OIL AND GAS LEASE OF WHICH SAID LAND IS A PART, BUT WITHOUT RIGHT OF ENTRY, HOWEVER, TO A DEPTH OF 500 FEET, AS RESERVED BY RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, IN DEED RECORDED JULY 1, 1955, IN BOOK 48238 PAGE 424, OFFICIAL RECORDS.

EXCEPT THEREFROM THE REMAINING UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED BELOW A PLANE 500 FEET BELOW SURFACE THEREOF BUT WITHOUT THE RIGHT OF ENTRY UPON SUCH SURFACE ABOVE SAID 500 FOOT PLANE, AS

DESCRIPTION (CONT'D)

RESERVED IN THE DEED FROM JOHN B. RAUEN AND AGNES E. RAUEN, HUSBAND AND WIFE, RECORDED MARCH 10, 1958, IN BOOK D-28 PAGE 215, OFFICIAL RECORDS.

ALSO RESERVING ALL RIGHTS OF REVERSION OF THE RESERVATION OF RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 1, 1955, AS PROVIDED IN THE DEED LAST ABOVE MENTIONED, AND AS INSTRUMENT NO. 1525 IN BOOK 48238 PAGE 424, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, AS CONVEYED TO JOHN B. RAUEN, A MARRIED MAN, BY DEED RECORDED SEPTEMBER 15, 1959, IN BOOK D-602 PAGE 521, OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR SUBSURFACE OF SAID LAND EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF.

CONDITION OF TITLE REPORT

SCHEDULE B

Chicago Title Insurance Company reports that the Title Instruments, on the date hereof, disclose:

1. Ownership of the Interest is in the name of:
SEE ATTACHED EXHIBIT
2. Real Estate Taxes:
SEE ATTACHED EXHIBIT A
3. The following defects, liens and encumbrances which are not necessarily shown in their order of priority) against the Interest:
SEE ATTACHED EXHIBIT B
4. The following matters are disclosed by name only and the Company, without additional information, is unable to determine whether any or all of these matters are defects, liens or encumbrances against the Interest:
SEE ATTACHED EXHIBIT C

EXHIBIT

ARNOLD ROSENTHAL AND PEARL ROSENTHAL, AS TRUSTEES OF THE ROSENTHAL FAMILY TRUST DATED JUNE 3, 1989, AS TO AN UNDIVIDED 1/3 INTEREST; JOHN G. LOCKE AND JANYCE B. LOCKE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST; NORMAN M. SPIELER, AS TRUSTEE OF THE ROBERT O. BERG, JR. 1993 BETA TRUST DATED SEPTEMBER 28, 1993, AS TO AN UNDIVIDED 1/6 INTEREST; AND NORMAN M. SPIELER, AS TRUSTEE OF THE CYNTHIA PACHECO 1993 BETA TRUST DATED SEPTEMBER 28, 1993, AS TO AN UNDIVIDED 1/6 INTEREST, SUBJECT TO ITEMS NO. 2, 3 AND 4 OF SCHEDULE B.

EXHIBIT A

1. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1993-1994

1ST INSTALLMENT: \$264.00 (PAID)
2ND INSTALLMENT: \$263.98
PENALTY AND COST: \$36.39 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 06141
ASSESSMENT NO: 8168-012-009

AFFECTS: PORTION OF PROPERTY IN QUESTION AND OTHER PROPERTY.

2. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR: 1993-1994
1ST INSTALLMENT: \$68.17
2ND INSTALLMENT: \$68.17
EXEMPTION: \$NONE
CODE AREA: 06141
ASSESSMENT NO: 8168-012-010

AFFECTS: A PORTION OF THE LAND DESCRIBED HEREIN.

3. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1993-1994

1ST INSTALLMENT: \$1,716.75 (PAID)
2ND INSTALLMENT: \$1,716.75
PENALTY AND COST: \$181.67 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 06141
ASSESSMENT NO: 8168-012-011

AFFECTS: THE REMAINDER OF THE LAND DESCRIBED HEREIN.

4. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

EXHIBIT B

1. ANY INTEREST OF THE PERSON(S) SHOWN BELOW WHOSE POSSIBLE INTEREST IS DISCLOSED BY REASON OF THEIR BEING SHOWN AS ASSESSED OWNER(S) OF SAID LAND ON THE COUNTY SECURED TAX ROLLS.

NAME: VINCENT G. DREESMAN; GRACE M. DREESMAN; J. W. BRUNTON;
BETTY J. BRUNTON; AND BGRV PARTNERSHIP AND AMERICAN
CRYOGENICS, INC.

2. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTES IN THE EVENT THAT THE TRUST REFERRED TO IN THE VESTING PORTION OF SCHEDULE A IS INVALID OR FAILS TO GRANT SUFFICIENT POWERS TO THE TRUSTEE(S) OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENT.
3. "POSSIBLE COMMUNITY PROPERTY INTEREST OF ARNOLD ROSENTHAL AND PEARL ROSENTHAL HUSBAND AND WIFE PURSUANT TO SECTION 5110.150 OF THE CALIFORNIA CIVIL CODE"
4. "POSSIBLE COMMUNITY PROPERTY INTEREST OF JOHN G. LOCKE AND JANYCE B. LOCKE HUSBAND AND WIFE PURSUANT TO SECTION 5110.150 OF THE CALIFORNIA CIVIL CODE"
5. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE STATE OF CALIFORNIA.

AMOUNT: \$3,672.52
FILED BY: STATE OF CALIFORNIA
FRANCHISE TAX BOARD
TAXPAYER: ARNOLD ROSENTHAL
CERTIFICATE
NO: 91232-010113
RECORDED: SEPTEMBER 6, 1991 AS INSTRUMENT NO. 91-1405789

6. A TAX LIEN FOR THE AMOUNT SHOWN AND ANY OTHER AMOUNTS DUE, IN FAVOR OF THE UNITED STATES OF AMERICA, ASSESSED BY THE DISTRICT DIRECTOR OF INTERNAL REVENUE.

FEDERAL
SERIAL NO.: 959165438
TAXPAYER: ARNOLD ROSENTHAL
AMOUNT: \$15,819.57
RECORDED: DECEMBER 11, 1991 AS INSTRUMENT NO. 91-1947403

EXHIBIT C

1. ANY LIENS OR OTHER MATTERS WHICH MAY AFFECT THE TITLE TO SAID LAND BY REASON OF THE ACQUISITION OR OWNERSHIP THEREOF BY LOCKE TRUST AGREEMENT DATED FEBRUARY 27, 1978; ROBERT O. BERG AND DONNA M. BERG; AND ARNOLD ROSENTHAL AND PEARL ROSENTHAL, AS TRUSTEES OF THE ROSENTHAL FAMILY TRUST DATED JUNE 3, 1989, AS TO AN UNDIVIDED 1/3 INTEREST; JOHN G. LOCKE AND JANYCE B. LOCKE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1/3 INTEREST; NORMAN M. SPIELER, AS TRUSTEE OF THE ROBERT O. BERG, JR. 1993 BETA TRUST DATED SEPTEMBER 28, 1993, AS TO AN UNDIVIDED 1/6 INTEREST; AND NORMAN M. SPIELER, AS TRUSTEE OF THE CYNTHIA PACHECO 1993 BETA TRUST DATED SEPTEMBER 28, 1993, AS TO AN UNDIVIDED 1/6 INTEREST. THE EXISTENCE OF ANY SUCH LIENS OR OTHER MATTERS CANNOT BE DETERMINED WITHOUT A SATISFACTORY STATEMENT OF INFORMATION CONCERNING SAID PARTIES.

MIHALY, SCHUYLER & BURTON

ZOLTAN M. MIHALY
ROB R. SCHUYLER
DAVID E. BURTON
FREDERIC G. MARKS

C. FRED CASSITY
EDWIN K. MARZEC
CLYDE C. DOWNING

OF COUNSEL
ARNOLD L. KAHN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1801 CENTURY PARK EAST, SUITE 1201

CENTURY CITY

LOS ANGELES, CALIFORNIA 90067

TELEPHONES
(213) 879-5600
(213) 556-3500

CABLE ADDRESS: MIHTON
TELEX: 67 3470

December 31, 1975

Mr. John G. Locke, President
Angeles Chemical Co., Inc.
3629 Union Pacific Avenue
Los Angeles, Ca. 90023

Re: Liquid Air, Inc.

Dear John:

Enclosed is the original of the Corporation
Quitclaim Deed from the Liquid Air, Inc. to Locke,
Berg and Rosenthal. As you will see, the Deed has been
recorded in the Office of the Los Angeles County
Recorder.

We have kept a photostatic copy of the
completed document for your files.

Sincerely,



ROB R. SCHUYLER

RRS/jw

Enclosure



One Embarcadero Center, 12th Floor . San Francisco, California 94111 . (415) 433-6210
Telex W.U. 340421

October 21, 1975

Mr. John G. Locke
Angeles Chemical Co., Inc.
3629 Union Pacific Avenue
Los Agneles, CA 90023

Dear Mr. Locke:

Enclosed please find the Contract of Sale and Quitclaim Deed for the
property in Santa Fe Springs.

Yours truly,

A. R. Krikorian
Secretary

ARK/blm

Encl.

AN004019

CONTRACT OF SALE

THIS AGREEMENT made this 14th day of October, 1975, by and between LIQUID AIR, INC., a Delaware corporation, formerly known as AMERICAN CRYOGENICS, INC., a Delaware corporation (hereinafter referred to as "SELLER"), and JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, as community property, as to an undivided one-third (1/3rd) interest, ROBERT O. BERG and DONNA M. BERG, husband and wife, as community property, as to an undivided one-third (1/3rd) interest, and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, as joint tenants, with right of survivorship, as to an undivided one-third (1/3rd) interest (hereinafter referred to as "PURCHASER").

WHEREAS, SELLER is the owner of the hereinafter described real property situated in the County of Los Angeles, State of California; and

WHEREAS, PURCHASER desires to acquire the SELLER'S interest in said real property in order to permit the installation of a railroad spur thereon.

NOW, THEREFORE, it is agreed as follows:

1. SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase of SELLER the following described real property situated in the County of Los Angeles, State of California:

That portion of the Colima Tract, in the Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map filed in the Superior Court Case No. 4367, County Surveyor's Map No. CF-157, on file in the office of the Surveyor of said County, included within the following described lines:

Beginning at the most southerly corner of the land shown on said Map No. CF-157; thence North 60° 48' 40" East along the southeasterly boundary of said land, 85.52 feet to a point of cusp with a tangent curve concave northwesterly and having a radius of 372.24 feet; thence southwesterly along said curve, through a central angle of 15° 51' 39", an arc distance of 103.05 feet to its intersection with the southerly boundary of said land; thence South 78° 02' 00" East, along said southerly boundary, 21.53 feet to the point of beginning, containing an area of 362 square feet more or less.

SUBJECT to easements, covenants, conditions,
restrictions and restrictions of record.

The foregoing legal description has been provided by PURCHASER. SELLER makes no representation or warranty as to the correctness and accuracy thereof.

2. The purchase price is Four Hundred Fifty-Seven (\$457.00) Dollars, which PURCHASER agrees to pay on delivery of a good and sufficient quitclaim deed from SELLER.

In addition thereto, PURCHASER agrees to reimburse SELLER for all attorneys' fees incurred by SELLER in connection with this sale, said sum not to exceed Four Hundred (\$400.00) Dollars.

PURCHASER further agrees to pay all other fees, expenses and costs in connection with this sale and transfer.

3. It is understood that PURCHASER will remove the section of SELLER'S fence which presently exists on and over the said described real property. PURCHASER agrees to immediately replace said fence and install, at its sole cost and expense, a new section of fence along SELLER'S boundary with PURCHASER. Said fence shall join the ends of SELLER'S existing fence, shall be of the same type, quality and material, and shall be of the same uniform height as the rest of SELLER'S existing fence.

4. SELLER agrees, on full payment of said purchase price, to make, execute, and deliver to PURCHASER a good and sufficient quitclaim deed of said described real property.

5. PURCHASER is entitled to take possession of said real property upon full payment of said purchase price and any other charge or expense agreed to hereunder.

6. PURCHASER agrees that full inspection of said described real property has been made and that neither SELLER nor assigns shall be held to any covenant respecting the condition of said real property or any improvements thereon nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this Contract.

7. SELLER shall pay that proportion of the taxes for the current tax year as the part of said year prior to the date of this Contract bears to the whole of said year, and PURCHASER shall pay the remainder of said taxes for said year and all taxes and assessments thereafter levied against said property.

8. PURCHASER agrees that he has investigated the title to said real property and is satisfied with SELLER'S title therein.

9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

10. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

SELLER:

LIQUID AIR, INC.,
a Delaware corporation,
formerly known as
AMERICAN CRYOGENICS, INC.,
a Delaware corporation

By

[Signature]
Executive Vice President

ATTEST:

[Signature]
Secretary

PURCHASER:

[Signature]
JOHN G. LOCKE

[Signature]
JANYCE B. LOCKE

[Signature]
ROBERT O. BERG

[Signature]
DONNA M. BERG

[Signature]
ARNOLD ROSENTHAL

[Signature]
PEARL ROSENTHAL

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. # _____ IN THIS SPACE

Corporation Quitclaim Deed

TO 403 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LIQUID AIR INC., a Delaware corporation, who acquired title to the property described below under its former name of American Cryogenics, Inc., a Delaware corporation,
~~a corporation organized under the laws of the state of~~

hereby REMISES, RELEASES AND QUITCLAIMS to JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, as community property, as to an undivided one-third (1/3) interest, ROBERT O. BERG and DONNA M. BERG, husband and wife, as community property, as to an undivided one-third (1/3) interest, and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, as joint tenants, that property in with right of survivor County, State of California, described as: ship, as to an undivided one-third (1/3) interest, that property in Los Angeles County, State of California, described as: That portion of the Colima Tract, in the Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map filed in the Superior Court Case No. 4367, County Surveyor's Map No. CF-157, on file in the office of the Surveyor of said County, included within the following described lines:

Beginning at the most southerly corner of the land shown on said Map No. CF-157; thence North 60°48'40" East along the southeasterly boundary of said land, 85.52 feet to a point of cusp with a tangent curve concave northwesterly and having a radius of 372.24 feet; thence southwesterly along said curve, through a central angle of 15°51'39", an arc distance of 103.05 feet to its intersection with the southerly boundary of said land; thence South 78°02'00" East, along said southerly boundary, 21.53 feet to the point of beginning, containing an area of 362 square feet more or less.

SUBJECT to easements, covenants, conditions, restrictions and restrictions of record.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ Vice _____ President and _____ Secretary thereunto duly authorized.

Dated: October 20, 1975

STATE OF CALIFORNIA }
 COUNTY OF San Francisco } ss.

On October 20, 1975 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. J. Sheridan known to me to be the Vice President, and A. R. Krikorian known to me to be

Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

LIQUID AIR INC.,
 a Delaware corporation

By [Signature] Vice President

By [Signature] Secretary

NOTARY PUBLIC
 OFFICIAL SEAL
 CATHY A. REBO
 My Commission Expires 12/31/76
 Name (Typed or Printed)
 Notary Public in and for said County and State

Title Order No. _____

Escrow or Loan No. _____

AN004023

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street
Address
City & State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. \$_____ IN THIS SPACE

Corporation Quitclaim Deed

TO 403 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LIQUID AIR INC., a Delaware corporation, who acquired title to the property described below under its former name of American Cryogenics, Inc., a Delaware corporation, a corporation organized under the laws of the state of

hereby REMISES, RELEASES AND QUITCLAIMS to JOHN G. LOCKE and JANYCE B. LOCKE, husband and wife, as community property, as to an undivided one-third (1/3) interest, ROBERT O. BERG and DONNA M. BERG, husband and wife, as community property, as to an undivided one-third (1/3) interest, and ARNOLD ROSENTHAL and PEARL ROSENTHAL, husband and wife, as joint tenants, that property in with right of survivor County, State of California, described as: ship, as to an undivided one-third (1/3) interest, that property in Los Angeles County, State of California, described as: That portion of the Colima Tract, in the Rancho Santa Gertrudes, in the City of Santa Fe Springs, County of Los Angeles, State of California, as shown on Map filed in the Superior Court Case No. 4367, County Surveyor's Map No. CF-157, on file in the office of the Surveyor of said County, included within the following described lines:

Beginning at the most southerly corner of the land shown on said Map No. CF-157; thence North 60°48'40" East along the southeasterly boundary of said land, 85.52 feet to a point of cusp with a tangent curve concave northwesterly and having a radius of 372.24 feet; thence southwesterly along said curve, through a central angle of 15°51'39", an arc distance of 103.05 feet to its intersection with the southerly boundary of said land; thence South 78°02'00" East, along said southerly boundary, 21.53 feet to the point of beginning, containing an area of 362 square feet more or less.

SUBJECT to easements, covenants, conditions, restrictions and restrictions of record.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Secretary thereunto duly authorized.

Dated: October 20, 1975

STATE OF CALIFORNIA }
COUNTY OF San Francisco } ss.

On October 20, 1975 before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. J. Sheridan known to me to be the Vice President, and A. R. Krikorian, known to me to be

Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

LIQUID AIR INC.,
a Delaware corporation

By *[Signature]* Vice President

By *[Signature]* Secretary

WITNESSES
Notary Public in and for said County and State
My Commission Expires *[Date]*
Name (Typed or Printed)
Notary Public in and for said County and State

Title Order No. _____

Escrow or Loan No. _____

AN004024

391-0455

John,

JWL

6-23-93

S.P. advises that they would like to send an engineer to check what is to be done with the RR tracks; and our agreement will have to be amended.

The man at SP to contact to set it up is:

Ed Rhodes
213-780-6822

Gons

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Angeles Chemical Company
C/o John Locke

2029 Century Park East #1690
L.A., CA 90067

INSTRUCTIONS TO COUNTY RECORDER:

Index this instrument as:
(i) a Deed of Trust and (ii)
as a Fixture Filing

Above Space for Recorder's Use

Loan No. _____

DEED OF TRUST AND SECURITY AGREEMENT

THE PARTIES TO THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made as of January 31, 2001, are: Greve Financial Services, Inc., a California corporation, whose address is P.O. Box 1684 Lomita, California 90717 ("Trustor"), Angeles Chemical Company, Inc., a California corporation, whose address is *2029 Century Park East #1690 L.A. California 90067* ("Trustee"), Angeles Chemical Company, Inc., a California corporation, whose address is *2029 Century Park East #1690 L.A. California 90067* ("Beneficiary").

ARTICLE I. GRANT IN TRUST

1.1 **Grant.** For the purposes and upon the terms and conditions in this Deed of Trust and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Trustor irrevocably grants, transfers, sets over, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all that real property and/or interests therein located in the City of Los Angeles, County of Los Angeles, State of California, described on Exhibit "A" attached hereto and by this reference made a part hereof. Such real property and/or interests therein as set forth below, together with all of the following, are sometimes collectively referred to as the "Subject Property":

(a) Any and all buildings and other improvements now or hereafter located thereon or appurtenant thereto and all fixtures, construction materials, goods, including consumer goods, equipment, farm products and inventory, and other articles of real and personal property which are now or hereafter affixed to, placed upon or used in connection with the above described real property (collectively the "Improvements");

(b) All income, rents, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Subject Property (collectively, the "rents, issues and profits"), together with the right to collect and apply the same to any indebtedness secured hereunder; subject, however, to the right hereinafter given to Trustor to collect the rents, issues, and profits as long as Trustor is not in default hereunder;

(c) All interest and estate or other rights, in law or in equity, which Trustor now has or may hereafter acquire in the Subject Property, together with all easements and rights used in connection therewith or as a means of access thereto;

(d) All tenements, hereditaments and appurtenances of or to the Subject Property, including, without limitation, all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Subject Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Subject Property;

(e) All oil and gas or other mineral rights in or pertaining to the Subject Property, and all royalty, leasehold and other rights of Trustor pertaining thereto;

(f) All water and water rights pertaining to the Subject Property, and shares of stock evidencing the same, and all deposits made with or other security given to utility companies by Trustor with respect to the Subject Property;

(g) All claims or demands relating to insurance or condemnation awards which Trustor now has or may hereafter acquire with respect to the Subject Property and/or to the rents, issues and profits, including, without limitation, all advance payments of insurance premiums made by Trustor with respect thereto;

(h) All licenses, permits, approvals and similar documents, and any causes of action, pertaining to the development, construction, sale, ownership, management, maintenance and operation of the Subject Property or any part thereof;

(i) All guaranties, warranties and agreements regarding the quality of construction or other performance, and the quality of workmanship and supplies, equipment and fixtures supplied to, installed or incorporated into the improvements upon the Subject Property whether or not such guaranties, warranties and agreements are set forth in any contracts relating to the improvements, together with any and all claims or demands to enforce the same.

1.2 **Address.** The address of the real property described in Exhibit "A" (if known) is: 8915 Sorensen Avenue, Santa Fe Springs, California. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Deed of Trust on the real property as described on Exhibit "A".

ARTICLE II. OBLIGATIONS SECURED

2.1 **Obligations Secured.** Trustor makes this grant and assignment for the purpose of securing the following obligations ("Secured Obligations"):

(a) Payment to Beneficiary of all sums, up to a maximum of Four Hundred Thousand Dollars (\$400,000.00), due from Trustor to Beneficiary pursuant to Trustor's obligation to indemnify Beneficiary for costs of remediation to the subject real property as more specifically set forth in that certain Agreement between the parties entered into as of the 31 day of January, 2001;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust;

(c) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation (i) modifications of the agreement between the parties herein, extension or renewal is evidenced by a new or additional agreement.

ARTICLE III. SECURITY AGREEMENT

3.1 **Security Agreement.** This Deed of Trust shall constitute a security agreement as that term is used in the California Commercial Code and Trustor hereby grants to Beneficiary a security interest in all existing and future tangible property, inventory, equipment, fixtures, fittings, goods, supplies and materials now or hereafter owned by Debtor and located at or on or used in connection with the real property described in Exhibit "A" hereto (whether or not such items are stored on such real property or elsewhere), all present and future accounts, general intangibles, chattel paper, documents, instruments (whether negotiable or non-negotiable), deposit accounts, money, contract rights, insurance policies, deposits made with governmental or quasi-governmental entities for land use entitlements or otherwise related to the use or development of the real property described herein and all rights to payment of any kind relating to or arising from the ownership and development of such real property, all licenses, permits, approvals, contracts, agreements, plans and specifications and similar documents pertaining to the development,

construction, sale, ownership, management, maintenance and operation of the real property referenced herein, or any part thereof, and construction of improvements thereon, and any guaranties, warranties and agreements regarding the quality of construction or other performance and of the quality of workmanship and supplies, equipment and fixtures supplied to, installed on or incorporated into the improvements to be constructed upon such real property and all proceeds and products thereof, substitutions therefor and accessions thereto ("Personal Property"). Trustor will procure any document, including, without limitation, mortgagee waivers or landlord disclaimers or subordination agreements, in form and substance satisfactory to Beneficiary, with respect to any and all Personal Property (or fixtures which are a part of the Subject Property), deliver to Beneficiary any instrument, mark any chattel paper, give any notices and take any other actions which are necessary to perfect or to continue the perfection and second priority of the security interest created hereunder or to protect the Personal Property or fixtures against the rights, claims, or interests of third persons, and will pay all costs incurred in connection therewith. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor and Beneficiary agree that Beneficiary is, and shall be deemed to be, the "secured party" as that term is defined in such California Commercial Code and elsewhere with respect to personal property. Trustor shall, upon the demand of Beneficiary, assemble all of such Personal Property and make it available to Beneficiary at the Subject Property, which is hereby agreed to be reasonably convenient to Beneficiary and Trustee. The proceeds of any sale of any portion of the Personal Property shall be applied first to the expenses of Beneficiary in retaking, holding, preparing for sale, selling or similar matters, including reasonable attorney's fees. Any sale proceeds which are applied against remediation costs shall, to the extent not repaying all remediation in full, shall be applied to principal in the reverse order of maturity. If more than one person has executed this Deed of Trust as "Trustor," the obligations of all such persons hereunder shall be joint and several.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 **Title.** Trustor warrants that, except as disclosed to Beneficiary in a writing which refers to this warranty, Trustor lawfully possesses and holds fee simple title to the Subject Property without limitation on the right to encumber, and that this Deed of Trust is a second lien on the Subject Property.

4.2 **Taxes and Assessments.** Subject to Trustor's rights to contest payment of taxes as may be provided in the Agreement, Trustor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon the Subject Property or any interest therein.

4.3 **Performance of Secured Obligations.** Trustor shall promptly perform each Secured Obligation when due.

4.4 **Liens, Encumbrances and Charges.** Trustor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Subject Property or any interest therein, whether senior or subordinate hereto, including, without limitation, all claims for work or labor performed, or materials or supplies furnished in connection with any work of demolition, alteration, repair, improvement of or construction upon the Subject Property.

4.5 **Insurance.** Trustor shall at all times provide insurance and agrees to maintain, deliver to Beneficiary copies of insurance policies and further agrees to keep said insurance in full force and effect during the term of the agreement secured by this deed of trust.

(a) Policies of Insurance insuring the Subject Property against loss or damage by risks embraced in coverage of the type now known as the broad form of all-risk, extended coverage.

4.6 **Maintenance and Preservation of the Subject Property.** Subject to the provisions of the Agreement, Trustor covenants: (a) to insure the Subject Property in accordance with the provisions set forth hereinabove and to keep the Subject Property in good condition and repair; (b) except with Beneficiary's prior written consent, not to remove or demolish the Subject Property or any part thereof; not to alter, restore or add to the Subject Property; and not to initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property; (c) to complete or restore promptly and in good and workmanlike manner the Subject Property or any part thereof which may be damaged or destroyed, without

regard to whether Beneficiary elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in Section 4.5 (d) not to suffer violation of any, and to comply with all (i) laws, ordinances, regulations and standards, and (ii) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability, which laws, covenants or requirements affect the Subject Property and pertain to acts committed or conditions existing thereon, including (but without limit) such work or alteration, improvement or demolition as such laws, covenants or requirements mandate; (e) not to commit or permit waste of the Subject Property; (f) not to alter the occupancy or use of all or any part of the Subject Property without the prior written consent of Beneficiary; (g) the lessor's covenants under the leases affecting the Subject Property in which Trustor holds the lessor's interest, and not to cause or permit a termination of any lease or impair the value of the leases to the lessor, or the interest of lessor in the leases; (h) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.7 Acceptance of Trust; Power and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is recorded. Trustee may, without liability therefor and without notice: reconvey all or any part of the Subject Property; consent to the making of any map or plat thereof; join in any grant of easement thereon, any declaration of covenants and restrictions, any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Trustee has the obligation to notify all parties of any pending sale or any action or proceeding (including, but not limited to actions in which Trustor, Beneficiary or Trustee shall be a party) unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of the act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

4.8 Substitution of Trustees. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this section shall be conclusive proof of the proper substitution of such new Trustee.

4.9 Sale or Transfer by Trustor. Trustor acknowledges that: (a) the financial stability, development expertise and managerial and operational ability of Trustor were and are a substantial and material consideration to Beneficiary and, in reliance thereon, Beneficiary has an agreement and (b) the transfer of possession of the Subject Property or a change in the person or entity operating and managing the Subject Property may significantly and materially alter or reduce Beneficiary's security. Accordingly, as a material inducement to Beneficiary to enter into the transactions contemplated by the Loan Documents, Trustor shall not transfer the Subject Property or any portion thereof or interest therein without the prior written consent of Beneficiary, except as may be specifically permitted elsewhere herein. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such transfer shall be subject to this Deed of Trust, and any transferee shall assume all of Trustor's obligations hereunder and agree to be bound by all provisions and perform all obligations contained herein. Any such transfer without Beneficiary's consent shall be void. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. As used herein, "transfer" shall mean (i) the sale, agreement to sell, transfer or conveyance of the Subject Property, or any portion thereof or interest therein, including, without limitation, air rights and development rights, whether voluntary, involuntary, by operation of law or otherwise, or the lease of all or substantially all of the Subject Property, but shall not include the conveyance of easements, licenses or leases reasonably necessary for the operation of the Improvements, or the repair or replacement of any personal property in the ordinary course of business; (ii) any transfer by

way of security, including the placing or permitting the placing on the Subject Property of any mortgage, deed of trust, assignment of rents or other security device

4.10 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under the Secured Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of this Deed of Trust upon the Subject Property.

4.11 Full Reconveyance. At such time as the remediation process of the subject property has been completed (to be evidenced by Letter(s) of Closure from the appropriate governmental authorities) Beneficiary shall surrender this Deed of Trust and any agreement setting forth all obligations secured hereby to Trustee for cancellation. Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto.

4.12 Partial Reconveyance. If provided for in the Agreement, upon written request by Trustor to Beneficiary requesting partial reconveyance and release of a portion of the Subject Property from the lien or charge of this Deed of Trust, Beneficiary shall cause such reconveyance and release in accordance with the conditions therefor as set forth in the Agreement.

4.13 Further Assignments. Upon default and written demand of Beneficiary, Trustor shall assign to Beneficiary, in addition to the assignment of rents, issues and profits provided hereinbelow and any other grant, transfer or assignment effected under this Deed of Trust, a specific assignment of Trustor's interest in any or all leases, subleases, contracts, licenses and permits affecting the Subject Property. Beneficiary may, at its option, exercise its rights hereunder or under such specific assignment, and such exercise shall not constitute a waiver of any rights hereunder or under such specific assignment.

ARTICLE V. DEFAULT PROVISIONS

5.1 Default. Any of the following events shall, at Beneficiary's option, constitute an event of default ("Default") under this Deed of Trust:

(a) The failure of Trustor to observe or to perform any term, condition, covenant or agreement contained in this Deed of Trust the Agreement dated January 31, 2001 that this deed of trust secures herein.

(b) The failure of Trustor to comply with any term, condition, covenant, or agreement now or hereafter affecting the Subject Property, or any part thereof, or contained in any agreement relating to the Subject Property

(c) Any representation, covenant or warranty contained in this Deed of Trust or in any other document evidencing or securing the obligations represented by the Agreement is, or shall be or become untrue or misleading in any material respect;

5.2 Rights and Remedies. At any time after Default, Beneficiary and Trustee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and demand trustor to perform under that Agreement

5.3 **Rescission of Notice of Default.** Beneficiary, from time to time before any Trustee's sale as provided above, may rescind any Notice of Default and election to sell or notice of sale by executing and delivering to Trustee a written notice of such rescission, which such notice, when recorded, shall also constitute a cancellation of any prior declaration of Default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations or Notices of Default and demand for sale of the Subject Property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of any Document or any of the rights, obligations or remedies of Trustee or Beneficiary hereunder or thereunder.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 **Merger.** No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Subject Property unless Beneficiary consents to a merger in writing.

6.2 **Successors in Interest.** The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit to the heirs, successors and assigns of the parties hereto; provided, however, that this Section does not waive the provisions of Section 5.13. Any assignment of this Deed of Trust shall be considered an Assignment of the Note and Loan Agreement.

6.3 **Incorporation.** Exhibit "A" is incorporated into this Deed of Trust by this reference.

6.4 **Addresses; Request for Notice.** Notice to Beneficiary shall be sent to Beneficiary at the address set forth for Beneficiary hereinabove. Any Trustor whose address is set forth hereinabove hereby requests that a copy of notice of Default and notice of sale be mailed to him at that address. Failure to insert an address shall constitute a designation of Trustor's last known address as the address for such notice. Correspondence to Trustee shall be addressed to Trustee at the address set forth hereinabove.

6.5 **Authorization to Rely.** Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any fact or facts showing a Default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon.

6.6 **Governing Law.** The provisions of this Deed of Trust governing the contractual rights and obligations of Trustor, Beneficiary and Trustee shall be construed according to the laws of the State of California.

6.7 **Severability.** The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof, and the same shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

6.8 **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not to be construed as a part of this Deed of Trust.

6.9 **Amendments.** This instrument cannot be waived, changed discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

6.10 **Defense and Notice of Losses, Claims and Actions.** Trustor shall protect, preserve and defend the Subject Property and title to and right of possession of the Subject Property, the security hereof and the

rights and powers of Beneficiary and Trustee hereunder at Trustor's sole expense against all adverse claims, whether the claim (i) is against a possessory or non-possessory interest, (ii) arose prior or subsequent to the date hereof, or (iii) is senior or junior to Trustor's or Beneficiary's rights. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Subject Property and of any condemnation offer or action.

6.11 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the original or certified copies of this Deed of Trust and the Agreement secured hereby with executed releases, and without affecting the personal liability of any person for the performance secured hereby or the effect of this Deed of Trust upon the remainder of the Subject Property, Trustee may (i) reconvey any part of the Subject Property, (ii) consent in writing to the making of any map or plat of the Subject Property, or any part thereof, (iii) join in granting any easement on the Subject Property, or any part thereof, or (iv) join in any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust.

6.12 Beneficiary Powers. Without affecting the liability of Trustor or any other person liable for the performance of any obligation secured hereby, and without affecting the lien or charge of this Deed of Trust upon any portion of the Subject Property not then or theretofore released as security for the performance of all unperformed obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend or alter any of the terms of any such obligation, or join in any agreement modifying the terms of the Agreement Document, (iii) waive any provision hereof or grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option, the Subject Property or any parcel or portion thereof, (v) take or release any other or additional security for any obligation herein mentioned, (vi) make compositions or other arrangements with debtors in relation thereto, or (vii) subordinate the lien or charge of this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

TRUSTOR:

GREVE FINANCIAL SERVICES, INC., a California corporation

By: _____

Its: _____

(attach notary acknowledgments)

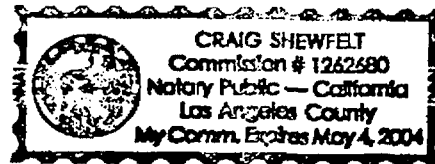
STATE OF CALIFORNIA)
)SS.
COUNTY OF LOS ANGELES)

On this 1st day of February, in the year 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Albert J. Fyfe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Craig Shewfelt
Name (Typed or Printed)



ANG80202222

WILSHIRE ESCROW COMPANY

a corporation

4270 Wilshire Boulevard
Los Angeles, California 90010
(323) 935-3530 Fax (323) 935-4805
www.wilshire-escrow.com

Escrow Instructions: **SALE**
Escrow Officer: **Craig Shewfelt (Ext. 328)**

Escrow Number: 111191
Date: **November 28, 2000**

CASH THROUGH ESCROW
FIRST DEED OF TRUST TO RECORD

TOTAL CONSIDERATION

\$ 5,000.00
\$ 850,000.00

\$ 450,000.00

CLIENT'S COPY

Prior to the expiration of the time specified in this paragraph, I will hand you \$5,000.00, \$5,000.00 of which will be deposited into escrow with these instructions and will further hand you the balance of down payment and necessary costs and charges in the form of a CASHIER'S CHECK drawn on a California bank prior to close of escrow, and will deliver to you any instruments executed by me and additional funds which this escrow requires from me, all of which you are instructed to use and/or deliver provided that on or before December 8, 2000, or sooner by mutual agreement, you hold a policy of title insurance with the usual title company's exceptions, with a liability of not less than \$450,000.00 covering

(MEMO: Property Address: 8915 SORENSEN AVENUE, SANTA FE SPRINGS, CA ; BEING A COMMERCIAL BUILDING)

See Exhibit "A" attached hereto and made a part hereof for the legal description of the subject property.

Except any oil or mineral reservations of record, showing title vested in:

GREVE FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION.

FREE FROM ENCUMBRANCES EXCEPT:

- A) Second half General and Special Taxes, including levies therein, for fiscal year 2000-2001 including personal property taxes, if any, assessed against any former owner.
- B) Covenants, conditions, restrictions, reservations, exceptions (including oil, gas or mineral rights) rights of way, rights and easements of record and in deed to file, if any, affecting the use and occupancy of said property.
- C) Deed of Trust to record in favor of Farmers and Merchants Bank, securing a note in the amount of \$850,000.00, (which is \$450,000.00 towards the purchase price and \$400,000 for remediation of the subject property), payable according to its terms, with interest at the best prevailing rate and terms, proceeds of which you are to collect and apply to purchase price.

Closing of this escrow is contingent upon buyer obtaining the new loan as set forth above. Buyer's execution of loan documents shall be deemed approval of the terms and conditions contained therein.

Buyer and Seller authorize and instruct escrow holder to comply with all the requirements of the lender in connection with subject loan.

INSTRUCTIONS:

- 1) **ATTACHED AGREEMENT:** Attached hereto and made a part hereof is the Real Estate Purchase Agreement, dated November 12, 2000, consisting of four pages, wherein Greve Financial Services, Inc. is Buyer and Angeles Chemical Company Inc. is Seller (collectively referred to as the AGREEMENT). Escrow holder is authorized and instructed to carry out the escrow provisions as set forth in said AGREEMENT.
- 2) **NO CURRENT LEASES:** Buyer and Seller herein approve that the property is currently vacant and there are no existing/active leases.
- 3) **PRELIMINARY TITLE REPORT:** The undersigned Buyer has read and hereby approves of the preliminary title report from Provident Title Company, dated November 6, 2000, Order No. 146876-2, with the exception of items A (1st 1/2 only), 2, 3, 4, 5, 6, 7 and 8 of Schedule B, all of which shall be removed prior to issuing a policy of title insurance.

*** ESCROW NO. 111191 INSTRUCTIONS ARE CONTINUED ON NEXT PAGE ***
*** PLEASE SIGN ON LAST PAGE ***

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COPY
AN004816

GENERAL INSTRUCTIONS

- a) You are hereby authorized to destroy without liability and without further notice to us, all documents, papers, instructions and any other material in connection with this escrow five years after termination of same.
- b) We, jointly and severally, agree to save and hold you harmless, by reason of any misrepresentation or omission by any of the parties to this escrow as to compliance with rules and/or regulations of any governmental agency, State, Federal, Municipal, or otherwise, as concerns rent control, priorities, price ceilings, and matters of a like nature.
- c) In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, you are instructed to complete the same at the earliest possible date thereafter, unless we or either of us have made written demand upon you for return of the money and/or instruments deposited by either of us, in which case you may return all instruments and/or funds to the respective parties hereto and this escrow will without further notice be considered terminated, or you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages or otherwise until receipt of mutual cancellation instructions by all parties shall have been deposited in this escrow, whereupon you are then instructed to disburse the escrow funds and instruments accordingly, less your proper charges.
You are further authorized and instructed to remit all the funds by your check to the party(ies) depositing same in this escrow if this escrow is not consummated, unless specifically instructed to the contrary.
- d) If conflicting demands are made or notice served upon you or legal action is taken in connection with this escrow, you shall not be required to determine the same or take any action in the premises, but may withhold and stop all further proceedings without liability therefor, or you may file suit in interpleader or for declaratory relief. If you are required to respond to any legal summons or proceedings or if any action of interpleader or declaratory relief is brought by you, we jointly and severally agree to pay all costs, expenses and reasonable attorney's fees expended or incurred by you, and a lien is hereby created in your company's favor to cover said items. We agree to save you harmless as escrow holder hereunder from all loss and expenses, including reasonable attorney's fees and court costs sustained by reason of any action, legal or otherwise, which may in any way arise out of this escrow, before or after closing, notwithstanding anything in these instructions to the contrary.
- e) We jointly and severally, agree that in the event of cancellation we shall pay you a sum sufficient to pay you for any expenses which you have incurred pursuant to these instructions and a reasonable cancellation fee for services rendered by you, said expenses and fees to be put in escrow before cancellation is effective. We further agree that said charges may be apportioned to us in a manner which you consider equitable and that your decision in that regard will be binding and conclusive upon us. Any funds which have been deposited by a licensed real estate broker for either or both of us shall be returned to such broker.
- f) Any action brought against the escrow holder, based on these instructions or the transaction arising therefrom, shall be filed within one (1) year from the closing of said escrow, or shall be forever barred.
- g) Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policy of title insurance called for, is authorized, and in connection therewith, funds and/or instruments received in this escrow may be delivered to, or deposited with any Bank, Title Company, Savings and Loan Association, or Licensed Escrow Agent, subject to your order, prior to the close of escrow, for the purpose of complying with the terms and conditions of these escrow instructions.

() () () ()
Please Initial

- 4) **TAX REFORM ACT/1099:** In accordance with the provisions contained in the TAX REFORM ACT OF 1986, Seller understands that escrow holders are now required to furnish to the Internal Revenue Service all pertinent information regarding the sale of real property, including but not limited to the Selling Price, the Closing Date, the Property Description, Taxpayer Identification Number and forwarding address of all sellers. In addition, each seller must be furnished with a 1099 form in connection with such reporting.

Escrow holder will furnish each seller with a form requesting such information, which shall be completed by all sellers, duly executed by sellers and returned to the escrow holder prior to the close of escrow. Escrow holder will forward such information to the reporting service currently used by the escrow holder in order that the information may be transcribed onto mainframe magnetic tape, as required, and forwarded to the Internal Revenue Service.

- 5) **STATE TAX WITHHOLDING:** Under California Revenue and Taxation Code Sections 18805 and 26131, every Buyer must, unless an exemption applies, deduct and withhold 3-1/3% of the gross sales price from Seller's proceeds and send it to the Franchise Tax Board if the Seller has a last known address outside of California or if the Seller's proceeds will be paid to a financial intermediary of the Seller. Penalties may be imposed on a responsible party for non-compliance with the requirements of these statutes and related regulations. Seller and Buyer agree to execute and deliver any instrument, affidavit, statement or instruction reasonably necessary to carry out these requirements, and to withholding of tax under those statutes if required.

- 6) **FEDERAL TAX WITHHOLDING:** Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445, every Buyer must, unless an exemption applies, deduct and withhold 10% of the gross sales price from Seller's proceeds and send it to the Internal Revenue Service, if the Seller is a "foreign person" under that statute.

Penalties may be imposed on a responsible party for non-compliance with the requirements of these statutes and related regulations. Seller and Buyer agree to execute and deliver any instrument, affidavit, statement or instruction reasonably necessary to carry out these requirements, and to withholding of tax under those statutes if required.

- 7) **PRELIMINARY CHANGE OF OWNERSHIP REPORT:** The Buyer agrees to deliver to the escrow holder, at least two days prior to the close of escrow, a Preliminary Change of Ownership Report, in accordance with Section 480.3 of the Revenue and Taxation Code of the State of California, or be charged, through escrow, with the \$20.00 penalty assessment levied by the County Recorder at the time of filing when the conveyance document is presented to the County Recorder without said Report.

- 8) **HOLD OPEN CHARGE:** Should the Buyer and Seller hereto fail to execute closing instructions within sixty (60) days after the closing date set forth in these instructions, then Escrow Holder shall be entitled to receive an additional sum of \$25.00 each month as a hold-open charge, which sum may be deducted monthly from funds on deposit with Escrow Holder. The parties hereto do agree that said additional sum is a reasonable charge.

- 9) **COMMON INTEREST DISCLOSURE:** It is hereby disclosed to all parties to this transaction that certain Officers and Directors of WILSHIRE ESCROW COMPANY are similarly Officers and Directors of both WINDSOR EXCHANGE CORP. and FREEMAN EXCHANGE, INC.

- 10) **PRORATIONS:** Escrow holder is herein authorized and instructed to adjust or prorate taxes to close of escrow. (Wilshire Escrow Company is not held responsible for any personal property tax which may be assessed against any former owner of the above described property nor for the corporation or license tax of any corporation as a former owner.)

Wilshire Escrow Company is licensed by the DEPARTMENT OF CORPORATIONS of the State of California under License #963 0326 issued in 1944.

Receipt of a copy of these instructions is hereby acknowledged; my signature on all instruments and instructions pertaining to this escrow indicates my unconditional acceptance and approval of same.

Buyer and Seller agree to pay their customary costs and charges respectively in connection with this transaction.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS ON THE REVERSE SIDE OF PAGE ONE AND APPROVES, ACCEPTS AND AGREES TO BE

*** ESCROW NO. 111191 INSTRUCTIONS ARE CONTINUED ON NEXT PAGE ***
*** PLEASE SIGN ON LAST PAGE ***



AN004818

PAGE 3 of 3

BOUND BY SAME.

BUYER SIGNATURE(S):

Greve Financial Services, Inc., a
California corporation

By: _____
Albert J. Fyfe, President

MAILING: 4521 W. First St., Santa Ana, CA 92703

The foregoing terms, provisions, conditions and instructions, and those on the reverse side of page one are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above, which you are authorized to deliver when you hold or have caused to be applied funds set forth above within the time as above provided. Pay your escrow charges, my recording fees, charges for evidence of title as called for whether or not this escrow is consummated, except those the buyer agreed to pay. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record, including prepayment penalties, if any, to show title as called for. Affix documentary transfer stamps on deed as required. Receipt of a copy of these instructions is hereby acknowledged.

SELLER SIGNATURE(S):

Angeles Chemical Co., Inc., a
California corporation

By: _____
John G. Locke, President

MAILING: 4545 Ardine St., South Gate, CA 90280

EXHIBIT "A"

PARCEL 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SHOWN AS PARCEL MAP NO. 1646 FILED IN BOOK 27 PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND THE MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM SAID LAND FOR A PERIOD OF 10 YEARS FROM DATE HEREOF, OR FOR SO LONG THEREAFTER AS ANY OIL, GAS, MINERALS, OR OTHER HYDROCARBON SUBSTANCES ARE BEING PRODUCED FROM SAID LAND OR FROM ANY COMMUNITY OIL AND GAS LEASE OF WHICH SAID LAND IS A PART, BUT WITHOUT RIGHT OF ENTRY, HOWEVER, TO A DEPTH OF 500 FEET, AS RESERVED BY RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, IN DEED RECORDED JULY 1, 1955 IN BOOK 48238 PAGE 424 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE REMAINING UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED BELOW A PLANE 500 FEET BELOW THE SURFACE THEREOF BUT WITHOUT THE RIGHT OF ENTRY UPON SUCH SURFACE ABOVE SAID 500 FOOT PLANE, AS RESERVED IN THE DEED FROM JOHN B. RAUEN AND AGNES E. RAUEN, HUSBAND AND WIFE, RECORDED MARCH 10, 1958 IN BOOK D28 PAGE 215 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL RIGHTS OF REVERSION OF THE RESERVATION OF RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 1, 1955, AS PROVIDED IN THE DEED LAST ABOVE MENTIONED, AND AS INSTRUMENT NO. 1325 IN BOOK 48238 PAGE 424 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, AS CONVEYED TO JOHN B. RAUEN, A MARRIED MAN, BY DEED RECORDED SEPTEMBER 15, 1959 IN BOOK D602 PAGE 521 OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR SUBSURFACE OF SAID LAND EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS EXCEPTED BY SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, A TEXAS CORPORATION, IN DEED RECORDED JUNE 3, 1975 AS INSTRUMENT NO. 439.

Real Estate Purchase Agreement

This Agreement is for the purchase and sale of Real Estate, commonly known as 8915 Sorensen Avenue, Santa Fe Springs, California and legally described in Exhibit "A" attached hereto and made a part hereof, on this 12th day of November, 2000.

GREVE FINANCIAL SERVICES, INC., a California corporation, hereinafter referred to as Buyer, shall deliver a sum of FIVE THOUSAND DOLLARS (\$5,000.00), payable to Wilshire Escrow Company, to be held uncashed until this Purchase Agreement is accepted for the purchase of 8915 Sorensen Avenue, Santa Fe Springs, California.

Buyer offers the Seller, the total purchase price of \$450,000.00, and shall cause to be available an additional amount of \$400,000.00 for remediation of the subject property to be held at Farmers and Merchants Bank. The authorized signatories of the joint account shall be John Locke and/or his representative or assignee and Joseph E. Kennedy, General Manager of GREVE FINANCIAL SERVICES, INC. The disbursement of funds from the account shall require two signatures.

Buyer shall secure new loan financing from Farmer's and Merchant's Bank, 301 N. Pine Avenue, Long Beach, California, in the total amount of approximately \$850,000.00, and Buyer agrees to act diligently and in good faith to obtain all applicable financing.

1. ESCROW: Buyer and Seller shall deliver signed instruction to Wilshire Escrow Company, the escrow holder, within 10 calendar days from acceptance which shall provide for the closing within 30 calendar days from acceptance. Escrow fees shall be paid one-half by Seller and one-half by Buyer.
2. TITLE: Title is to be free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following:
 - (a) Current property taxes,
 - (b) Covenants, conditions, restrictions and public utility easements of record, if any, provided the same do not adversely affect the continued use of the property for the purposes for which it is presently being used, unless reasonably disapproved by Buyer in writing within five (5) calendar days from receipt of a current preliminary report furnished at Seller's expense and
 - (c) Seller shall furnish Buyer at Seller's expense a CLTA title policy issued by a reputable and current title insurance company, showing title vested in Buyer subject only to the

above. If Seller is unwilling or unable to eliminate any title matter disapproved by Buyer as above, Buyer may terminate this agreement. If Seller fails to deliver title as above, Buyer may terminate this agreement, in either case, the deposit shall be returned to Buyer.

3. **VESTING:** Unless otherwise designed in the escrow instruction of Buyer, title shall vest as follows: GREVE FINANCIAL SERVICES, INC., a California Corporation.
4. **PRORATIONS:** Property taxes, payments on bonds and assessments assumed by Buyer, interest, rents, association dues, premiums on insurance acceptable to Buyer shall be paid current and prorated as of the date of recordation of the deed. Bonds or assessments of record shall be paid current by Seller, including payments not yet due. County Documentary Transfer Tax or Transfer Tax Fee shall be paid by the Seller. **PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE TAXES TO BE PAID.** A Supplemental tax bill will be issued, which shall be paid as follows:
 - (a) for periods after the close of escrow, by Buyer, and
 - (b) for periods prior to close of escrow, by Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**
5. **POSSESSION:** Possession shall be delivered to Buyer on the close of escrow.
6. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with the rental agreement and current law, shall be transferred to Buyer on the close of escrow.
7. **CHANGES DURING ESCROW:** Prior to close of escrow, Seller agrees not to (1) rent or lease any part of the premises, (2) alter, modify or extend any existing rental or lease agreement or (3) enter into, alter, modify or extend any service contract(s), without first having obtained Buyer's written approval, which shall not be unreasonable withheld.
8. **AS IS PURCHASE:** Buyer is relying solely upon its own inspections, investigations and analyses of the condition of the Property in consummating the purchase of the Property pursuant to the Agreement. Except for the representations and warranties made by Seller in the Agreement, Buyer is not relying in any way upon any representations and warranties, statements, agreements, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its

representatives, whether oral or written, expressed or implied, of any nature whatsoever regarding any such matters. Buyer will acquire the Property, if at all, "AS IS", in its present state and condition. Buyer, by its execution of this Agreement, represents and covenants that Buyer has satisfied or will satisfy itself as to the condition of the Property and its suitability for the development purposes intended by Buyer. Seller warrants, through the date possession is made available to Buyer, that the property and improvements, shall be maintained in the same condition as upon the date of acceptance.

9. **RELEASE OF SELLER FOR ENVIRONMENTAL LIABILITIES:**

Buyer and Seller acknowledge that the discount in the purchase price set forth in this purchase agreement was provided to account in part for potential environmental liabilities in connection with the Environmental Remediation and Vapor Extraction to be done to the property to obtain site closure. Effective upon the Closing, Buyer, on behalf of itself, discharges Seller, and Seller's successors and assigns, of and from any and all losses, liabilities, claims, actions, causes of action, demands, rights, damages costs, expenses or compensation whatsoever, (including attorneys' fees and costs) and waives any claims therefor against, Seller and Seller's successors and assigns, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with the presence on, under or adjacent to the Property of any Hazardous Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 *et seq.*), the Solid Waste Disposal Act (42 U.S.C. Sections 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*), The Safe Drinking Water Act (42 U.S.C. Section 300f *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), the California Hazardous Waste Control (California Health and Safety Code Sections 25100 *et seq.*) and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 *et seq.*), all as amended). The foregoing release, discharge and waiver shall not apply to and Seller shall continue to be liable after the Closing for, any breach by Seller of its representations and warranties made in the Agreement.

10. **ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or

contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

12. AMENDMENTS: This agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing executed by Buyer and Seller.
13. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. AUTHORITY: Each individual executing this Agreement on behalf of a party hereby represents and warrants to the other party that such person has full power and authority to execute this Agreement on behalf of such party and that such execution is binding upon such party.
15. COUNTERPARTS: This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BUYER: Greve Financial Services, Inc., a California corporation.

BY: _____
(Print Name):

(Print Title):

SELLER: Angeles Chemical Company Inc.

BY: _____
(Print Name):

(Print Title):

4545 Ardine Street
South Gate, CA 90280
Phone 800-500-6645 Fax 800-443-6645

BORTZ PRODUCTS

Fax

To: Graig Shengelt From: John Locke
Fax: 323 955-4805 Pages: 22
Phone: _____ Date: 11/29/00
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

COPY

COP

AGREEMENT

This Agreement is entered into as of this 31st day of January, 2001, by and between Greve Financial Services, Inc., a California corporation ("Greve") and Angeles Chemical Company, Inc., a California corporation ("Angeles"), relative to: (i) debits to a line of credit of Greve maintained at Farmers and Merchants Bank to facilitate remediation (exclusive of ground water remediation) of hereinbelow described Subject Property; and (ii) to create a vehicle by which ground water remediation of hereinbelow described Subject property can be facilitated, all in connection with the acquisition by Greve of the Subject Property pursuant to a Real Estate Purchase Agreement.

WHEREAS, Greve is acquiring the real property commonly described as 8915 Sorensen Avenue, Santa Fe Springs, California ("Subject Property"), legally described in attached Exhibit "A", from Angeles; and

WHEREAS, as a component of the purchase price certain environmental remediation work is required to be performed upon the Subject Property at the expense of Greve; and

WHEREAS, Greve has arranged for a line of credit in the amount of not less than Four Hundred Thousand Dollars (\$400,000.00) ("Remediation Line") from Farmers and Merchants Bank for the purpose of funding the remediation (non-ground water remediation) work necessary upon the Subject property, and for no other purpose; and

WHEREAS, Farmers and Merchants Bank, in funding the purchase price to Greve for the acquisition of the Subject Property and providing the Remediation line, has also required that Greve make Available a fund of up to Two Hundred Thousand Dollars (\$200,000.00) to be utilized, as needed, for the purpose of funding ground water remediation work necessary upon the Subject Property ("Ground Water Remediation"), and which Angeles has agreed to help satisfy by making a third party pledge of a certificate of deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) to secure payment of one-half of the costs of Ground Water Remediation ("Certificate of Deposit"); and

WHEREAS, Farmers and Merchants Bank, in funding the purchase price to Greve for the acquisition of the Subject Property and providing the Remediation Line, has required that debits to the Remediation line and for Ground Water Remediation, be subject to its review and approval to insure authorized usage; and

WHEREAS, the parties wish to further define the conditions upon which disbursements will be made from the Remediation line; those conditions upon which Farmers and Merchants Bank may debit the Certificate of Deposit for the

purpose of paying for Ground Water Remediation upon the Subject Property; as well as the terms for repayment to Angeles by Greve to the extent that debits are, in fact, made to the Certificate of Deposit.

NOW, THEREFORE, the parties agree as follows:

1. Contemporaneous with the close of escrow, and as a condition thereof, for sale of the Subject Property to Greve by Angeles, the Remediation Line shall be established at Farmers and Merchants Bank and which shall be in an amount of not less than Four Hundred Thousand (\$400,000.00)(the "Remediation Funds").
2. Two signatures shall be required for any debit to be made to the Remediation Line, one of which shall be John Locke, President, Angeles Chemical Company, Inc., and/or its representative or assignee, and the other of which shall be Joseph E. Kennedy, General Manager, Greve Financial Services, Inc. In addition to the two signatures, the parties hereto understand that Farmers and Merchants Banks, in advancing the Remediation Funds to Greve and as a condition thereof, shall also monitor disbursements from the Remediation Line to insure that all disbursements therefrom have been properly made for the payment of the costs of the remediation.
3. From time to time, but not more frequently than weekly, Greve shall present a schedule of required disbursement from the Remediation line to Angeles. Said requests for disbursements shall be accompanied by documentation reasonably necessary for Angeles to determine the appropriateness of the charges, the percentage of work completed and the remaining work to be performed. Angeles shall have three (3) business from its actual receipt of the schedule and supporting documentation to object to any proposed distribution. A failure to object in the time permitted shall be deemed to be approval of any disbursement request contained on the schedule and will preclude later objection. Following expiration of the three (3) day period and in the absence of timely objection, Greve shall prepare drafts upon the Remediation Line and shall submit them to Angeles for its counter-signature.
4. From time to time, but not more frequently than monthly, Greve shall present a schedule of required disbursements to satisfy costs of Ground Water Remediation to Angeles, said schedule shall be accompanied by documentation reasonably necessary for Angeles to determine the appropriateness of the charges, the percentage of work completed and the remaining work to be performed. Angeles shall have three (3) business from its actual receipt of the schedule and supporting documentation to object to any proposed distribution. A failure to object in the time permitted shall be deemed to be approval of any disbursement

request contained on the schedule and will preclude later objection. Following expiration of the three (3) day period and in the absence of timely objection, Greve shall advise Farmers and Merchants of payments necessary at that time to satisfy Ground Water Remediation work performed and Farmers and Merchants Bank shall debit, upon the next maturity of the Certificate of Deposit, that amount necessary to satisfy one-half of the cost of the Ground Water Remediation work performed to that date, but only upon the condition that Greve shall have made available to Farmers and Merchants Bank, from its own funds, the other half of such cost.

5. In the event that a dispute shall arise between Greve and Angeles with respect to the appropriateness of any schedule disbursement, and in the event that the matter cannot be resolved between the two parties, that matter shall be submitted to a mediator to be jointly selected so that resolution may be obtained within the most expeditious period of time possible. In any such mediation, Farmers and Merchants Bank shall also be a participant.

6. At such time as the remediation process has been completed (to be evidenced by Letter(s) of Closure from the appropriate governmental authorities), and in the event that some portion of the Remediation Line remains undisbursed, such excess funds shall be remitted to Greve, who shall be the beneficiary of any savings in the costs of remediation. To the extent that some portion of the Certificate of Deposit remains undisbursed, upon its next scheduled maturity, such excess funds shall be released to Angeles.

7. Greve acknowledges that a component of the purchase price of the Subject Property is its obligation to expend up to Four Hundred Thousand Dollars (\$400,000.00) to remediated (non-ground water remediation) the Subject Property and up to Two Hundred Thousand Dollars (\$200,000.00) for Ground Water Remediation of the Subject Property, and to obtain a Letter(s) of Closure from the appropriate governmental authorities. The Remediation Line and the pledge of the Certificate of Deposit have been established for this purpose. Greve hereby agrees to indemnify Angeles up to the amount of Four Hundred Thousand Dollars (\$400,000.00) for costs of remediation to the extent that the Remediation Line is debited in an amount less than that sum and which results in liability to Angeles for the remaining costs of remediation. This indemnity obligation shall be secured by recordation of this agreement which shall create a security interest in the subject property. Furthermore, at the time the Letter(s) of Closure from the appropriate governmental authorities have been received, Angeles agrees to execute a Reconveyance to be recorded, reconveying the Deed of Trust securing of this agreement from the real

property commonly known as 8915 Sorenson Avenue, Santa Fe Springs, California and legally described on Exhibit "A" attached hereto.

8. Greve acknowledges that in exchange for Angeles pledging the Certificate of Deposit, and to the extent that debits are made thereto in satisfaction of one-half of the costs of Ground Water Remediation, that it has an obligation to reimburse Angeles therefore, without interest. Greve and Angeles agree that this obligation to repay Angeles is in the nature of a non-recourse obligation and shall be satisfied only from proceeds of the re-sale of the Subject Property, and then only to the extent that such proceeds exceed those monies necessary to satisfy the obligation of Farmers and Merchants Bank secured thereby, plus any principal reductions previously made ("Excess Proceeds"). All Excess Proceeds shall be divided evenly between Greve and Angeles until the claim of Angeles shall have been satisfied in full, and thereafter one hundred percent (100%) of such Excess Proceeds shall go to Greve.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Greve Financial Services, Inc., a California Corporation

By: Albert J. Jaffe
(Print Name):

Its: C. E. O.
(Print Title):

Angeles Chemical Company Inc., a California Corporation

By: John A. Locke
(Print Name):

Its: PRESIDENT
(Print Title):

Real Estate Purchase Agreement

This Agreement is for the purchase and sale of Real Estate, commonly known as 8915 Sorensen Avenue, Santa Fe Springs, California and legally described in Exhibit "A" attached hereto and made a part hereof, on this 12th day of November, 2000.

GREVE FINANCIAL SERVICES, INC., a California corporation, hereinafter referred to as Buyer, shall deliver a sum of FIVE THOUSAND DOLLARS (\$5,000.00), payable to Wilshire Escrow Company, to be held uncashed until this Purchase Agreement is accepted for the purchase of 8915 Sorensen Avenue, Santa Fe Springs, California.

Buyer offers the Seller, the total purchase price of \$450,000.00, and shall cause to be available an additional amount of \$400,000.00 for remediation of the subject property to be held at Farmers and Merchants Bank. The authorized signatories of the joint account shall be John Locke and/or his representative or assignee and Joseph E. Kennedy, General Manager of GREVE FINANCIAL SERVICES, INC. The disbursement of funds from the account shall require two signatures.

Buyer shall secure new loan financing from Farmer's and Merchant's Bank, 301 N. Pine Avenue, Long Beach, California, in the total amount of approximately \$850,000.00, and Buyer agrees to act diligently and in good faith to obtain all applicable financing.

1. ESCROW: Buyer and Seller shall deliver signed instruction to Wilshire Escrow Company, the escrow holder, within 10 calendar days from acceptance which shall provide for the closing within 30 calendar days from acceptance. Escrow fees shall be paid one-half by Seller and one-half by Buyer.
2. TITLE: Title is to be free of liens, encumbrances, easements, restrictions, rights and conditions of record or known to Seller, other than the following:
 - (a) Current property taxes,
 - (b) Covenants, conditions, restrictions and public utility easements of record, if any, provided the same do not adversely affect the continued use of the property for the purposes for which it is presently being used, unless reasonably disapproved by Buyer in writing within five (5) calendar days from receipt of a current preliminary report furnished at Seller's expense and
 - (c) Seller shall furnish Buyer at Seller's expense a CLTA title policy issued by a reputable and current title insurance company, showing title vested in Buyer subject only to the

above. If Seller is unwilling or unable to eliminate any title matter disapproved by Buyer as above, Buyer may terminate this agreement. If Seller fails to deliver title as above, Buyer may terminate this agreement, in either case, the deposit shall be returned to Buyer.

3. VESTING: Unless otherwise designed in the escrow instruction of Buyer, title shall vest as follows: GREVE FINANCIAL SERVICES, INC., a California Corporation.
4. PRORATIONS: Property taxes, payments on bonds and assessments assumed by Buyer, interest, rents, association dues, premiums on insurance acceptable to Buyer shall be paid current and prorated as of the date of recordation of the deed. Bonds or assessments of record shall be paid current by Seller, including payments not yet due. County Documentary Transfer Tax or Transfer Tax Fee shall be paid by the Seller. **PROPERTY WILL BE REASSESSED UPON CHANGE OF OWNERSHIP. THIS WILL AFFECT THE TAXES TO BE PAID.** A Supplemental tax bill will be issued, which shall be paid as follows:
 - (a) for periods after the close of escrow, by Buyer, and
 - (b) for periods prior to close of escrow, by Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**
5. POSSESSION: Possession shall be delivered to Buyer on the close of escrow.
6. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with the rental agreement and current law, shall be transferred to Buyer on the close of escrow.
7. CHANGES DURING ESCROW: Prior to close of escrow, Seller agrees not to (1) rent or lease any part of the premises, (2) alter, modify or extend any existing rental or lease agreement or (3) enter into, alter, modify or extend any service contract(s), without first having obtained Buyer's written approval, which shall not be unreasonable withheld.
8. AS IS PURCHASE: Buyer is relying solely upon its own inspections, investigations and analyses of the condition of the Property in consummating the purchase of the Property pursuant to the Agreement. Except for the representations and warranties made by Seller in the Agreement, Buyer is not relying in any way upon any representations and warranties, statements, agreements, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its

representatives, whether oral or written, expressed or implied, of any nature whatsoever regarding any such matters. Buyer will acquire the Property, if at all, "AS IS", in its present state and condition. Buyer, by its execution of this Agreement, represents and covenants that Buyer has satisfied or will satisfy itself as to the condition of the Property and its suitability for the development purposes intended by Buyer. Seller warrants, through the date possession is made available to Buyer, that the property and improvements, shall be maintained in the same condition as upon the date of acceptance.

9. **RELEASE OF SELLER FOR ENVIRONMENTAL LIABILITIES:**

Buyer and Seller acknowledge that the discount in the purchase price set forth in this purchase agreement was provided to account in part for potential environmental liabilities in connection with the Environmental Remediation and Vapor Extraction to be done to the property to obtain site closure. Effective upon the Closing, Buyer, on behalf of itself, discharges Seller, and Seller's successors and assigns, of and from any and all losses, liabilities, claims, actions, causes of action, demands, rights, damages costs, expenses or compensation whatsoever, (including attorneys' fees and costs) and waives any claims therefor against Seller and Seller's successors and assigns, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with the presence on, under or adjacent to the Property of any Hazardous Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 *et seq.*), the Solid Waste Disposal Act (42 U.S.C. Sections 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*), The Safe Drinking Water Act (42 U.S.C. Section 300f *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), the California Hazardous Waste Control (California Health and Safety Code Sections 25100 *et seq.*) and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 *et seq.*), all as amended). The foregoing release, discharge and waiver shall not apply to and Seller shall continue to be liable after the Closing for, any breach by Seller of its representations and warranties made in the Agreement.

10. **ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or

contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this agreement.

12. **AMENDMENTS:** This agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing executed by Buyer and Seller.
13. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **AUTHORITY:** Each individual executing this Agreement on behalf of a party hereby represents and warrants to the other party that such person has full power and authority to execute this Agreement on behalf of such party and that such execution is binding upon such party.
15. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BUYER: Greve Financial Services, Inc., a California corporation.

BY: _____
(Print Name):

(Print Title):

SELLER:

BY: _____
(Print Name):

(Print Title):

SCHEDULE A

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

ANGELES CHEMICAL CO., INC., A CALIFORNIA CORPORATION

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

EXHIBIT "A"

PARCEL 2, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SHOWN AS PARCEL MAP NO. 1646 FILED IN BOOK 27 PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND THE MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM SAID LAND FOR A PERIOD OF 10 YEARS FROM DATE HEREOF, OR FOR SO LONG THEREAFTER AS ANY OIL, GAS, MINERALS, OR OTHER HYDROCARBON SUBSTANCES ARE BEING PRODUCED FROM SAID LAND OR FROM ANY COMMUNITY OIL AND GAS LEASE OF WHICH SAID LAND IS A PART, BUT WITHOUT RIGHT OF ENTRY, HOWEVER, TO A DEPTH OF 500 FEET, AS RESERVED BY RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, IN DEED RECORDED JULY 1, 1955 IN BOOK 48238 PAGE 424 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE REMAINING UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND THAT MAY BE PRODUCED BELOW A PLANE 500 FEET BELOW THE SURFACE THEREOF BUT WITHOUT THE RIGHT OF ENTRY UPON SUCH SURFACE ABOVE SAID 500 FOOT PLANE, AS RESERVED IN THE DEED FROM JOHN B. RAUEN AND AGNES E. RAUEN, HUSBAND AND WIFE, RECORDED MARCH 10, 1958 IN BOOK D28 PAGE 215 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL RIGHTS OF REVERSION OF THE RESERVATION OF RUSSELL E. HARRISON AND HILDA H. HARRISON, HUSBAND AND WIFE, BY DEED RECORDED JUNE 1, 1955, AS PROVIDED IN THE DEED LAST ABOVE MENTIONED, AND AS INSTRUMENT NO. 1325 IN BOOK 48238 PAGE 424 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, AS CONVEYED TO JOHN B. RAUEN, A MARRIED MAN, BY DEED RECORDED SEPTEMBER 15, 1959 IN BOOK D602 PAGE 521 OFFICIAL RECORDS, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR SUBSURFACE OF SAID LAND EXCEPT BELOW A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS EXCEPTED BY SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, A TEXAS CORPORATION, IN DEED RECORDED JUNE 3, 1975 AS INSTRUMENT NO. 439.

ESCROW ACCOUNT AGREEMENT

This Agreement is entered into as of this ____ day of November, 2000, by and between Greve Financial Services, Inc., a California corporation ("Greve") and Angeles Chemical Company, Inc., a California corporation ("Angeles"), relative to the maintenance of a joint account at Farmers and Merchants Bank established pursuant to a Real Estate Purchase Agreement of even date.

WHEREAS, Greve is acquiring the real property commonly described as 8915 Sorensen Avenue, Santa Fe Springs, California ("Subject Property"), from Angeles; and

WHEREAS, as a component of the purchase price certain environmental remediation work is required to be performed upon the Subject Property at the expense of Greve Finan; and

WHEREAS, Greve has agreed to place the sum of Four Hundred Thousand Dollars (\$400,000.00) into an escrow account to be maintained at Farmers and Merchants Bank for the purpose of funding the remediation work necessary upon the Subject Property; and

WHEREAS, Farmers and Merchants Bank, in funding the purchase price to Greve for the acquisition of the Subject Property, has required that the remediation funds be maintained in an account which shall also be subject to its review and approval of disbursements; and

WHEREAS, the parties wish to further define the conditions upon which disbursements will be made from the escrow account for the purpose of remediation upon the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. Contemporaneous with the close of escrow, and as a condition thereof, for the sale of the Subject Property to Greve by Angeles, an escrow account shall be established at Farmers and Merchants Bank (the "Remediation Escrow") and into which will be placed Four Hundred Thousand Dollars (\$400,000.00) (the "Remediation Funds").
2. Two signatures shall be required for any disbursement to be made from the Remediation Escrow, one of which shall be John Locke, President, Angeles Chemical Company, Inc., and/or its representative or assignee, and the other of which shall be Joseph E. Kennedy, General Manager, Greve Financial Services, Inc. In addition to the two signatures, the parties hereto understand that Farmers and Merchants Bank, in advancing the Remediation Funds to Greve and as a condition thereof, shall also

monitor disbursements from the Remediation Escrow to insure that all disbursements therefrom have been properly made for the payment of the costs of the remediation.

3. From time to time, but not more frequently than weekly, Greve shall present a schedule of required disbursements from the Remediation Escrow to Angeles. Said requests for disbursement shall be accompanied by documentation reasonably necessary for Angeles to determine the appropriateness of the charges, the percentage of work completed and the remaining work to be performed. Angeles shall have three (3) business days from its actual receipt of the schedule and supporting documentation to object to any proposed distribution. A failure to object in the time permitted shall be deemed to be approval of any disbursement request contained on the schedule and will preclude later objection. Following expiration of the three (3) day period and in the absence of timely objection, Greve shall prepare drafts upon the Remediation Escrow and shall submit them to Angeles for its counter-signature.
4. In the event that a dispute shall arise between Greve and Angeles with respect to the appropriateness of any scheduled disbursement, and in the event that the matter cannot be resolved between the two parties, the matter shall be submitted to a mediator to be jointly selected so that resolution may be obtained within the most expeditious period of time possible. In any such mediation, Farmers and Merchant Bank shall also be a participant.
5. At such time as the remediation process has been completed (by Letter of Closure from the appropriate governmental authorities), and in the event that some portion of the Remediation Funds remains undisbursed, such excess funds shall be remitted to Greve, who shall be the beneficiary of any savings in the costs of remediation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Greve Financial Services, Inc.,
a California Corporation

By: _____
(Print Name):
Its: _____
(Print Title):

(signatures continued on page 3)

(signatures continued from page 2)

Angeles Chemical Company, Inc.,
a California Corporation

By: _____
(Print Name):
Its: _____
(Print Title):

ESCROW ACCOUNT AGREEMENT

This Agreement is entered into as of this ____ day of November, 2000, by and between Greve Financial Services, Inc., a California corporation ("Greve") and Angeles Chemical Company, Inc., a California corporation ("Angeles"), relative to the maintenance of a joint account at Farmers and Merchants Bank established pursuant to a Real Estate Purchase Agreement of even date.

WHEREAS, Greve is acquiring the real property commonly described as 8915 Sorensen Avenue, Santa Fe Springs, California ("Subject Property"), from Angeles; and

WHEREAS, as a component of the purchase price certain environmental remediation work is required to be performed upon the Subject Property at the expense of Greve; and

WHEREAS, Greve has agreed to place the sum of Four Hundred Thousand Dollars (\$400,000.00) into an escrow account to be maintained at Farmers and Merchants Bank for the purpose of funding the remediation work necessary upon the Subject Property; and

WHEREAS, Farmers and Merchants Bank, in funding the purchase price to Greve for the acquisition of the Subject Property, has required that the remediation funds be maintained in an account which shall also be subject to its review and approval of disbursements; and

WHEREAS, the parties wish to further define the conditions upon which disbursements will be made from the escrow account for the purpose of remediation upon the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. Contemporaneous with the close of escrow, and as a condition thereof, for the sale of the Subject Property to Greve by Angeles, an escrow account shall be established at Farmers and Merchants Bank (the "Remediation Escrow") and into which will be placed Four Hundred Thousand Dollars (\$400,000.00) (the "Remediation Funds").
2. Two signatures shall be required for any disbursement to be made from the Remediation Escrow, one of which shall be John Locke, President, Angeles Chemical Company, Inc., and/or its representative or assignee, and the other of which shall be Joseph E. Kennedy, General Manager, Greve Financial Services, Inc. In addition to the two signatures, the parties hereto understand that Farmers and Merchants Bank, in advancing the Remediation Funds to Greve and as a condition thereof, shall also

2. Two signatures shall be required for any disbursement to be made from the Remediation Escrow, one of whom shall be John Locke, President, Angeles Chemical Company, Inc., and/or its representative or assignee, and the other of whom shall be Joseph E. Kennedy, General Manager of Greve Financial Services, Inc. In addition to the two signatures, the parties hereto understand that Farmers And Merchants Bank, in advancing the Remediation Funds to Greve Financial Services, Inc., and as a condition thereof, shall also monitor disbursements from the Remediation Escrow to ensure that all disbursements therefrom have been properly made for the payment of the costs of the remediation.
3. From time to time, but not more frequently than weekly, Greve Financial Services, Inc., shall present a schedule of required disbursements from the Remediation Escrow to Angeles Chemical Company, Inc. Said requests for disbursement shall be accompanied by documentation reasonably necessary for Angeles Chemical Company, Inc., to determine the appropriateness of the charges, the percentage of work completed and the remaining work to be performed. Angeles Chemical Company, Inc. shall have three (3) business days from its receipt of the schedule and supporting documentation to object to any proposed distribution. A failure to object in the time permitted shall be deemed to be approval of any disbursement request contained on the schedule and will preclude later objection. Following expiration of the three (3) day period and in the absence of objection, Greve Financial Services, Inc., shall prepare drafts upon the Remediation Escrow and shall submit them to Angeles Chemical Company, Inc. for its counter-signature.
4. In the event that a dispute shall arise between Greve Financial Services, Inc. and Angeles Chemical Company, Inc., with respect to the appropriateness of any scheduled disbursement, and in the event that the matter cannot be resolved between the two parties, the matter shall be submitted to a mediator to be jointly selected so the resolution may be obtained within the most expeditious period of time possible. In any such mediation Farmers And Merchant Bank shall also be a participant.
5. At such time as the remediation process has been completed, and in the event that some portion of the Remediation Funds remains undisbursed, such excess funds shall be remitted to Greve Financial Services, Inc., who shall be the beneficiary of any savings in the costs of remediation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Greve Financial Services, Inc.,
a California Corporation

By: _____
(Print Name):
Its: _____
(Print Title):

Angeles Chemical Company, Inc.,
a California Corporation

By: _____
(Print Name):
Its: _____
(Print Title):

Locke

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

\$216,000.00

Santa Fe Springs, California
October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to John G. Locke and Janyce B. Locke, at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by a Deed of Trust, of even date herewith, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, John G. Locke and Janyce B. Locke; and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC. by _____

John G. Locke,
President

Robert O. Berg
Secretary

~~(Robert O. Berg)~~

*Husband
and wife
as community
property*

8

Spieler

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

\$216,000.00

Santa Fe Springs
October 1, 1993

~~BETA~~

In installments as herein stated, for value received, the undersigned promises to pay to Norman M. Spieler, ~~Trustee for Robert O. Berg, Jr. 1993 Bata Trust (for a 1-1/2 one half interest) and Cynthia Pacheco, 1993 Bata Trust (for a 1-1/2 one half interest)~~ at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by a Deed of Trust, of even date herewith, to Chicago Title Company as Trustee, executed by the undersigned in favor of the herein named payees, Norman M. Spieler, Trustee for Robert O. Berg, Jr. and Cynthia Pacheco; and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC. by _____

John G. Locke,
President

Robert O Berg
Secretary

~~(Robert O. Berg)~~

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

ANGELES CHEMICAL, CO, INC.

BY CONSENT

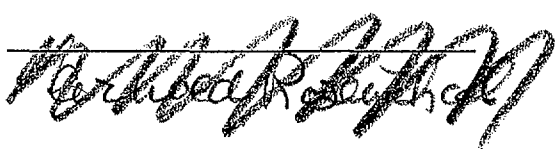
The Board of Directors of Angeles Chemical Co, Inc., a California Corporation, by Consent hereby authorizes and approves the purchase of the real property where the Company's business is located, the address of which is 8915 Sorensen Avenue, Santa Fe Springs, California 90670, and the legal description of which is as set forth on the attached legal description for said real property.

The terms of the purchase shall be \$600,000.00, to be paid by the giving of a corporation note made payable to the Sellers, secured by Deed of Trust, dated October 1, 1993, and providing for payments of \$6,000.00 a month, divided into 3 equal sums of \$2,000.00, payable by Angeles Chemical Co, Inc. to each to the three Sellers, and providing for interest at the rate of 10% per annum, principal and interest payable until the note is satisfied in full.

7.5%
RESOLVED: The Board of Directors of Angeles Chemical Co., Inc. does hereby authorize and approve the aforesaid purchase of real property and the giving of a corporate note secured by Deed of Trust in the amount of \$600,000.00 with interest and principal payable at the rate of 10% per annum, with monthly payments in the amount of \$6,000.00 per month, commencing October 1, 1993, to the three (3) Sellers of the real property situated at 8915 Sorensen Avenue, Santa Fe Springs, California 90670, said payments to be made in 3 equal payments of \$2,000.00 each to the three Sellers, principal and interest payable until the note is satisfied in full.

RESOLVED FURTHER: The President and Secretary of the Corporation are authorized and directed to take such steps and sign such documents as to accomplish the aforesaid.

Dated: Effective October 1, 1993.



John G. Locke

Robert O. Berg

Rosenthal

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT NOTE-INTEREST INCLUDED)

BE

Santa Fe Springs, California
October 1, 1993

In installments as herein stated, for value received, the undersigned promises to pay to Arnold Rosenthal or Pearl Rosenthal, Trustees of the Rosenthal Family Trust dated June 3, 1989, ~~Trust (for a 1/2 one-half interest)~~ *BE* at Santa Fe Springs, California, the sum of two hundred sixteen thousand (\$216,000.00) dollars, with interest from October 1, 1993, on unpaid principal at the rate of seven and one half (7.5%) percent per annum; principal and interest payable in installments of two thousand (\$2,000.00) dollars or more on the first day of each month, beginning on the first day of October, 1993, and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay all costs of collection, including reasonable attorney's fees.

This note is secured by a Deed of Trust, of even date herewith, to _____ as Trustee, executed by the undersigned in favor of the herein named payees, Arnold Rosenthal or Pearl Rosenthal, and is given as part of the purchase price for their ownership interest in the real property described in said Deed of Trust.

ANGELES CHEMICAL CO., INC. by _____

John G. Locke,
President

Secretary

(Robert O. Berg)

Angelen

Tax

648 000

L →

.55

United Express -

6'10 per

-Intro

1000

8'15

3'00 P.M.

#6693

25th LA

8'15 A.M.

10'20 -

2p to

Type on

top of

each

112'00

This deed
is one of
3 deeds of
Trust of
even date
and all
of which
have equal
priority.

Tax 712.80

Transfer tax

237.60

1/3 of each

or staple together

or

O.C. recorded
in Coentes part



CHICAGO TITLE

1717 WALNUT GROVE, ROSEMEAD, CA 91770 (818)307-7000

MIHALY, SCHUYLER, MITCHELL
1801 CENTURY PARK EAST SUITE 1201
LOS ANGELES, CALIFORNIA 90067

DATE: March 1, 1994

REF.NO.: LOCKE

ATTENTION: ROB R. SCHUYLER

ORDER NO.: 9400443 -12

ENCLOSURES:

COPIES OF MAPS SHOWING THE BOUNDRIES OF THE SUBJECT PROPERTY AS ACQUIRED, AND A SECOND MAP, SHOWING THE LOCATION OF TAX PARCEL 9. WE CAN FIND NO DOCUMENT CREATING THIS OWNERSHIP, AND THUS, WE HAVE SHOWN THE EFFECT OF DREESMAN AND BRUNTON BEING NAMED ON THE TAX ROLLS.

I ALSO ENCLOSE A FEW DEED FORMS, WITH THE NEWER NOTORY LANGUAGE.

WE APPRECIATE THIS OPPORTUNITY TO SERVE YOU.

TITLE OFFICER DAVE BALASSI 307-7221

8168

12

SCALE 1" = 150'

P.A. 8168-12&13

TRA

6141

6142

OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES

JOSE S COLIMA 188 ACS
SCC 4367

CF 157

PG 7

PG 13

SORENSEN AVE

SCC 4367

PG 27

JOSE S COLIMA 118 ACS

POT

(810)
15.80 AC
0.391 AC E.C. CASE
15.409 AC

CF 157

PG 2

PG 11

Chicago Title Ins. Co.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

8168

12

SCALE 1" = 150'

P.A. 8168-12&13

TRA
6141
6142OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES

JOSE S COLIMA 188 ACS
SCC 4367

CF 157

PG
7PG
13PG
2PG
11

JOSE S COLIMA 118 ACS

(810)

15.80 AC
4.391 * E.C. CASE
15.41 AC

SCC 4367

CF 157

(814)

1.78 AC

R R

C/L STA 5148.75

PG
27

Chicago Title Ins. Co.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

PIQ AS NEEDED TO FEE OWNERS



CHICAGO TITLE

1717 WALNUT GROVE, ROSEMEAD, CA 91770 (818)307-7000

MIHALY, SCHUYLER, MITCHELL
1801 CENTURY PARK EAST SUITE 1201
LOS ANGELES, CALIFORNIA 90067

DATE: March 1, 1994

REF.NO.: LOCKE

ATTENTION: ROB R. SCHUYLER

ORDER NO.: 9400443 -12

ENCLOSURES:

COPIES OF MAPS SHOWING THE BOUNDRIES OF THE SUBJECT PROPERTY AS ACQUIRED, AND A SECOND MAP, SHOWING THE LOCATION OF TAX PARCEL 9. WE CAN FIND NO DOCUMENT CREATING THIS OWNERSHIP, AND THUS, WE HAVE SHOWN THE EFFECT OF DREESMAN AND BRUNTON BEING NAMED ON THE TAX ROLLS.

I ALSO ENCLOSE A FEW DEED FORMS, WITH THE NEWER NOTORY LANGUAGE.

WE APPRECIATE THIS OPPORTUNITY TO SERVE YOU.

TITLE OFFICER DAVE BALASSI 307-7221

8168

12

SCALE 1" = 150'

P.A. 8168-12&13

TRA
6141
6142OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES

JOSE S COLIMA 188 ACS
SCC 4367

CF 157

JOSE S COLIMA 118 ACS

810

15.801AC
0.391 AC F.C. EASE
15.411AC

SCC 4367

CF 157

814

1.781AC

R R

C/L STA 51105.75

PG 27

PG 11

PG 13

PG 2

SORENSEN AVE

6141-6142

Chicago Title Ins. Co.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."



TAX MAP 7 CREATED BY [illegible]
DRELSMAN/LEWISTON SHOWN AS [illegible]

8168

12

SCALE 1" = 150'

P.A. 8168-12&13

TRA
6141
6142OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES

JOSE S COLIMA 188 ACS
SCC 4367

CF 157

PG
13

JOSE S COLIMA 118 ACS
PG 11

SCC 4367

CF 157

PG
27

Chicago Title Ins. Co.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

PIQ AS DEEDED TO FEE OWNERS

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

EXHIBIT "A"

All that certain real property situate in the City of Santa Fe Springs, County of Los Angeles, State of California, being all of that certain 1.80 acre parcel of land designated by the number "2" on PARCEL MAP NO. 1646, filed for record August 3, 1970 in Book 27, Page 2 of Parcel Maps in the office of the County Recorder of said County.

Together with all of Grantor's right, title and interest in and to that portion of the westerly half of Sorenson Avenue (80 feet wide) abutting the above described real property.

EXCEPTING therefrom that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that Grantor, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.